

PROJECT INFORMATION

Project Title	Garden Bar Preserve Riparian Restoration and Grazing Management Planning Project
Brief Description	<p>Garden Bar Preserve comprises 652 acres of land along the Bear River in Nevada County and is within the Spenceville Conservation Area Protection Plan. Bear Yuba Land Trust (BYLT) is scheduled to acquire this ranch in fee title with Wildlife Conservation Board funding during the first half of 2013. We have an option to buy from the seller (see Attachment 6f). Garden Bar lies at the center of a much larger connected area of conserved lands. Adjacent on the north side of the river, BYLT holds conservation easements with private landowners on 495 acres of Wild Rock Ranch and 1,060 acres of Quail Agricultural Easement. It is also contiguous to Placer Land Trust's 912 acre Garden Bar Preserve and the 2,300 acre Harvego Bear River Preserve. The conservation region connects 8,600 acres of protected within the Bear River Watershed. Upon acquisition of the Property we plan to reassess the current grazing operations and reevaluate our desired outcomes for grazing management.</p> <p>Garden Bar has been owned and used for agricultural production for the past 150 years. The current landowner bought the land in 1999. Since that time there has been low density grazing every year, but the Property has not been actively managed. There are no homes or structures on this Property, with the exception of an abandoned copper mine site from 1905. The lack of management has led to many negative impacts seen in the erosion of the waterways as well as the invasive plant communities that blanket much of the hillsides.</p> <p>The current grazing operation is led by an absentee grazer who lives in Nevada and runs around 200 head of cattle from October through April each season. These cattle are not confined to the Garden Bar Preserve due to a lack of fencing and a lease that reaches across the Bear River onto the adjacent Placer County Garden Bar Preserve (approximately 900 acres) and the Properties to the east and west (approximately 500 acres). The unconfined grazing does not allow for the negative impacts that are being created to be addressed in any way. The cattle prefer to stay close to water sources and do not venture into the upper fields enough to graze. Our field visits have confirmed an overabundance of invasive grasses, such as Medusahead (<i>Elymus caput-medusae</i>) and Barbed Goat Grass (<i>Aegilops triuncialis</i>). These are building up and creating thick layers of thatch which inhibit other plant growth and increase fire danger. The opportunity to create a comprehensive Management Plan would allow us to fully investigate the overall current operations and areas of concern so that we could then design a grazing regiment to best fit the needs of this particular Property.</p> <p>Our overall goals of this Planning Project are to complete a Management Plan and a Riparian Restoration Project Design. We will work to establish</p>

	a grazing regime that benefits the plant and wildlife communities that are such an important part of the Sierra Nevada Foothills and the Blue Oak Woodland community which is unique to this region. By focusing on grazing management decisions, our main goal is not to maximize annual ranch profits. Instead we will strive to sustain ecosystem functions and services to ensure the long-term ecological health of the system and the dependent ranch enterprises.
Total Requested Amount	68,075.00
Other Fund Proposed	82,000.00
Total Project Cost	150,075.00
Project Category	Pre-Project Due Diligence
Project Area/Size	0000
Project Area Type	Not Applicable
Have you submitted to SNC this fiscal year?	Yes
Is this application related to other SNC funding?	Yes

Project Results
Design/permit

Project Purpose	Project Purpose Percent

County
Nevada

Sub Region
Central

PROJECT CONTACT INFORMATION

Name	Ms. Marty Coleman-Hunt,
Title	Executive Director
Organization	Bear Yuba Land Trust
Primary Address	12183 Auburn Road, , , Grass Valley, CA, 95949
Primary Phone/Fax	530-272-5994 Ext.
Primary Email	marty@bylt.org

PROJECT LOCATION INFORMATION

Project Location

Address:	24000 Inch by Inch Rd, , , Grass Valley, CA, 95949
Water Agency:	N/A
Latitude:	39.023118
Longitude:	-121.21640
Congressional District:	N/A
Senate:	N/A
Assembly:	N/A
Within City Limits:	No
City Name:	

ADDITIONAL INFORMATION

Grant Application Type

Grant Application Type: Category Two Pre-Project Activities
Grant Application Type: Category Two Pre-Project Activities

PROJECT OTHER CONTACTS INFORMATION

Other Grant Project Contacts
Name: Ms. Erin Tarr, Project Role: Day-to-Day Responsibility Phone: 5302725994 Phone Ext: 203 E-mail: erin@bylt.org

UPLOADS

The following pages contain the following uploads provided by the applicant:

Upload Name
Completed Application Checklist
Table of Contents
Full Application Form
Authorization to Apply or Resolution
CEQA Documentation
Detailed Budget Form
Letters of Support
Long Term Management Plan
Project Location Map
Parcel Map Showing County Assessors Parcel Number
Topographic Map
Photos of the Project Site
Photos of the Project Site
Photos of the Project Site

Photos of the Project Site
Photos of the Project Site
Photos of the Project Site
Photos of the Project Site
Photos of the Project Site
Photos of the Project Site
Photos of the Project Site
Willing Seller Letter
Site Plan - Only Site Improv. or Restoration Proj.
Other Supporting Documentation
Other Supporting Documentation
Other Supporting Documentation
Other Supporting Documentation
Narrative Descriptions

To preserve the integrity of the uploaded document, headers, footers and page numbers have not been added by the system.

Instructions for use of this form:

1. Scroll down and check the box indicating completion of requested information in the appropriate format.

• You can move among the boxes by using your mouse or the "Tab" key.

2. When you have completed the form, print and sign at the bottom.

Please note: Adobe® Reader® does not allow you to save your work. It is very important that you print out your form immediately after completing it.

Appendix B1

Full Application Checklist

Project Name: Garden Bar Preserve Riparian Restoration and Grazing Management Planning Project EGID#: 752

Applicant: Bear Yuba Land Trust

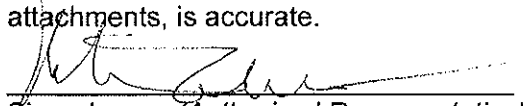
Please mark each box: check if item is included in the application; mark "N/A" if not applicable to the project. "N/A" identifications must be explained in the application. Please consult with SNC staff prior to submission if you have any questions about the applicability to your project of any items on the checklist. All applications must include a CD including an electronic file of each checklist item, if applicable. The naming convention for each electronic file is listed after each item on the checklist. (Electronic File Name = EFN: "naming convention". file extension choices)

Submission requirements for all Category One and Category Two Grant Applications

1. ☐ Completed Application Checklist (EFN: *Checklist.pdf*)
2. ☐ Table of Contents (EFN: *TOC.doc or .docx*)
3. ☐ Full Application Project Information Form (EFN: *fapi.doc, .docx or .pdf*)
4. ☐ Authorization to Apply or Resolution (EFN: *authorization.doc or .docx*)
5. ☐ Narrative Descriptions - Submit a single document (maximum 10 pages, Arial 12 pt font, 1 inch margins) that includes each of the following narrative descriptions (EFN: *Narrative.doc or .docx*)
 - a. ☐ Detailed Project Description
 - ☐ Project Description including Goals/Results, Scope of Work, Location, Purpose, etc.
 - ☐ Project Summary
 - ☐ Environmental Setting
 - b. ☐ Workplan and Schedule
 - c. ☐ Restrictions, Technical/Environmental Documents and Agreements – Category One projects only
 - d. ☐ Organizational Capacity
 - e. ☐ Cooperation and Community Support
 - f. ☐ Long Term Management and Sustainability
 - g. ☐ Performance Measures
 - h. ☐ Budget Narrative
6. Supplemental and Supporting documents
 - a. ☐ CEQA/NEPA Compliance Form (EFN: *CEQAform.doc or .docx*)

- ☐ California Environmental Quality Act (CEQA) documentation (EFN: CEQA.pdf)
- ☐ National Environmental Policy Act (NEPA) documentation (EFN: NEPA.pdf)
- b. ☒ Detailed Budget Form (EFN: Budget.xls, .xlsx)
- c. Restrictions, Technical/Environmental Documents and Agreements, as applicable – Category One projects only
- ☐ Restrictions / Agreements (EFN: RestAgree.pdf)
- ☐ Regulatory Requirements / Permits (EFN: RegPermit.pdf)
- d. Cooperation and Community Support
- ☒ Letters of Support (EFN: LOS.doc, .docx or .pdf)
- e. Long-Term Management and Sustainability
- ☒ Long-Term Management Plan (EFN: LTMP.pdf)
- f. Maps and Photos
- ☒ Project Location Map (EFN: LocMap.pdf)
- ☒ Parcel Map showing County Assessor's Parcel Number(s) (EFN: ParcelMap.pdf)
- ☒ Topographic Map (EFN: Topo.pdf)
- ☒ Photos of the Project Site (10 maximum) (EFN: Photo.jpg, .gif)
- g. Additional submission requirements for Conservation Easement Acquisition applications only
- ☐ Acquisition Schedule (EFN: acqSched.doc, .docx, .rtf, .pdf)
- ☒ Willing Seller Letter (EFN: WillSell.pdf)
- ☐ Real Estate Appraisal (EFN: Appraisal.pdf)
- ☐ Conservation Easement Language (EFN: CE.pdf)
- ☐ Third Party Transfer Acknowledgment Letter (if applicable) (EFN: Transfer.pdf)
- h. Additional submission requirements for Site Improvement/Restoration Project applications only
- ☐ Land Tenure Documents – attach only if documentation was not included with Pre-application (EFN: Tenure.pdf)
- ☒ Site Plan (EFN: SitePlan.pdf)
- ☐ Leases or Agreements (EFN: LeaseAgmnt.pdf)

I certify that the information contained in the Application, including required attachments, is accurate.

Signed  (Authorized Representative)

Marty Coleman-Hunt Executive Director

Name and Title (print or type)

October 19, 2012

Date

Table of Contents

1. Application Checklist.....	3-4
3. Full Project Information Form.....	5-6
4. Board Resolution.....	7-8
5. Narrative Description	
a. Detailed Project Description Narrative.....	9-14
1. Project Description	
2. Project Summary	
3. Environmental Setting.	
b. Workplan and Schedule.....	14-15
1. Workplan	
2. Schedule	
c. Restrictions.....	15
d. Organizational Capacity.....	15-16
1. Key Personnel	
2. Consulting Personnel	
e. Cooperation and Community Support.....	16
f. Long Term Management and Sustainability.....	17
g. Performance Measures.....	17-18
1. Common to All Categories	
2. Common to Pre-Project Planning Projects	
h. Budget Narrative.....	18
6. Supplemental and Supporting Documents	
a. CEQA Documentation.....	19-22
b. Detailed Budget Form.....	23
c. Restrictions.....	24
d. Cooperation and Community Support.....	24-28
1. Letters of Support	
a. UC Cooperative Extension	
b. Natural Resources Conservation Service	
c. Sierra Streams Institute	
d. California Native Plant Society	
e. Wolf Creek Alliance	
e. Long Term Management and Sustainability.....	29-31
f. Maps and Photos.....	32-38
1. Project Location Map	
2. Parcel Map	
3. Topo Map	
4. Photos	
g. Additional Submission Requirements.....	39-64
1. Willing Sell Document	
2. Site Location Map	
3. Budget Documentation	
a. Contractor Proposals	
1. Restoration Resources	
2. University California Cooperative Extension	
b. Equipment Purchase Proposal	
1. OHV Examples	
2. Trailer Example	

Instructions for use of this form:

1. Scroll down and check the box indicating completion of requested information in the appropriate format.

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2. When you have completed the form, print and sign at the bottom.

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Appendix B2

Project Information Form

PROJECT NAME *(Limit name to 10 words or less)*

EGID# 752

Garden Bar Preserve Riparian Restoration and Grazing Management Planning Grant

APPLICANT NAME *(Legal name, address, and zip code)*

Bear Yuba Land Trust

12183 Auburn Rd

Grass Valley

CA

95949

PROJECT DESCRIPTION: Refer to Sec. IV, 5a in the GAP.

Has the project description been updated from the project description submitted with the Pre-Application form? *(Choose One)* ☒ SAME ☐ UPDATED

CONSISTENCY WITH LOCAL GENERAL PLAN

Is this project consistent with the appropriate jurisdiction's (city/county) general plan?

☒ Yes ☐ No *(If not, explain why not.)*

WILLIAMSON ACT STATUS *(for conservation easement acquisition projects only)*

Is the project enrolled in a Williamson Act contract with the local county? ☐ Yes ☒ No

If yes, what is the expiration date of the contract? _____

FUNDING AND BUDGET INFORMATION

SNC Grant Request \$ 68,075.00

☐ Check if SNC is the sole funder of this project

PERSON WITH FISCAL MANAGEMENT RESPONSIBILITY FOR GRANT CONTRACT/INVOICING

Name and title – type or print

Phone

Email Address

☐ Mr. Marty Coleman-Hunt

530-272-5994 x 202

marty@bylt.org

☒ Ms.

PERSON WITH DAY-TO-DAY RESPONSIBILITY FOR GRANT *(Only include this information if different from pre-application submittal)*

Name and title – type or print

Phone

Email Address

☐ Mr. Erin Tarr

530-272-5994 x 203

erin@bylt.org

☒ Ms.

COUNTY ADMINISTRATOR OR PLANNING DIRECTOR CONTACT INFORMATION *(At least one entry with Email address is REQUIRED)*

Name: Brian Foss

Phone Number: 530-265-1256

Email Address: brian.foss@co.nevada.ca.us

Name:

Phone Number:

Email Address:

NEAREST PUBLIC WATER AGENCY (OR AGENCIES) CONTACT INFORMATION *(At least one entry with Email address is REQUIRED)*

Name: Nevada Irrigation District - Tim Crough

Phone Number: 530-273-6185

Email Address: crough@nidwater.com

Name:

Phone Number:

Email Address:

Please identify the appropriate project category below and provide the associated details *(Choose One – should be the same as the category identified in the pre-application)*

☐ Category One Site Improvement

☒ Category Two Pre-Project Activities

☐ Category One Conservation Easement Acquisition

☐ Site Improvement/Conservation Easement Acquisition

Project Area: _____

Total Acres: _____

SNC Portion (if different): _____

Total Miles (i.e. river or stream bank): _____

SNC Portion (if different): _____

For Conservation Easement Acquisitions Only

☐ Appraisal Included

☐ Will submit appraisal by _____

Select one primary Site Improvement/Conservation Easement Acquisition deliverable

☐ Stream Restoration/Protection

☐ Management Practices Changes

☐ Natural Resource Protection

☐ Infrastructure Development/Improvement

☐ Conservation Easement

Does the applicant intend to transfer the easement to a third party? ☐ Yes ☐ No

If yes, is the third party organization known? ☐ Yes ☐ No If yes, please attach a letter from this organization documenting their willingness to assume the long term management of the project.

☒ Pre-Project Activities

Select one primary Pre-Project deliverable

☐ Permit

☐ Condition Assessment

☐ CEQA/NEPA

☐ Biological Survey

☐ Appraisal

☐ Environmental Site

☒ Plan

Assessment

**Bear Yuba Land Trust
Board of Directors Resolution #50**

Board of Directors Resolution #50 In the matter of:

A RESOLUTION APPROVING THE APPLICATION
FOR GRANT FUNDS FOR THE:

**GARDEN BAR PRESERVE RIPARIAN
RESTORATION AND GRAZING MANAGEMENT
PLANNING PROJECT**

GRANT PROGRAM UNDER THE
SIERRA NEVADA CONSERVANCY

ACT OF **SEPTEMBER 25, 2012**

Resolution No: **50**

Date: **SEPTEMBER 25, 2012**

The following RESOLUTION was duly passed by the Board of Directors of the
BEAR YUBA LAND TRUST at a regular meeting held **SEPTEMBER 25, 2012**,
by the following vote:

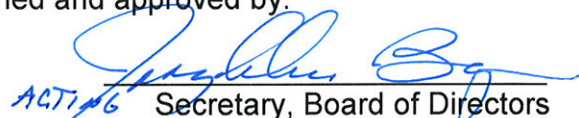
Ayes: 10

Noes: 0

Abstentions: 0

Absent: 3

Signed and approved by:


ACTING Secretary, Board of Directors

WHEREAS, the Legislature and Governor of the State of California have provided Funds for the program shown above; and

WHEREAS, the Sierra Nevada Conservancy (SNC) has been delegated the responsibility for the administration of a portion of these funds through a local assistance grants program, establishing necessary procedures; and

WHEREAS, said procedures established by the Sierra Nevada Conservancy require a resolution certifying the approval of application(s) by the Applicant's governing board before submission of said application(s) to the SNC; and

WHEREAS, the Applicant, if selected, will enter into an agreement with the SNC to carry out the project; and

WHEREAS, the BEAR YUBA LAND TRUST has identified the GARDEN BAR PRESERVE RIPARIAN RESTORATION AND GRAZING MANAGEMENT PLANNING PROJECT as valuable toward meeting its mission and goals.

BE IT HEREBY RESOLVED by the Board of Directors of the BEAR YUBA LAND TRUST, that this Board:

- Approves the submittal of an application for the GARDEN BAR PLANNING PROJECT; and
- Certifies that Applicant understands the assurances and certification requirements in the application; and
- Certifies that Applicant or title holder will have sufficient funds to operate and maintain the resource(s) consistent with the long-term benefits described in support of the application; or will secure the resources to do so; and
- Certifies that Applicant will comply with all legal requirements as determined during the application process; and
- Appoints Executive Director Marty Coleman-Hunt, or designee, as agent to conduct all negotiations, execute and submit all documents, including but not limited to: applications, agreements, payment requests, and so on, which may be necessary for the completion of the aforementioned project(s).

PASSED AND ADOPTED by the Bear Yuba Land Trust on the 26th day of September, 2012.

5. Narrative Description

a. Detailed Project Description

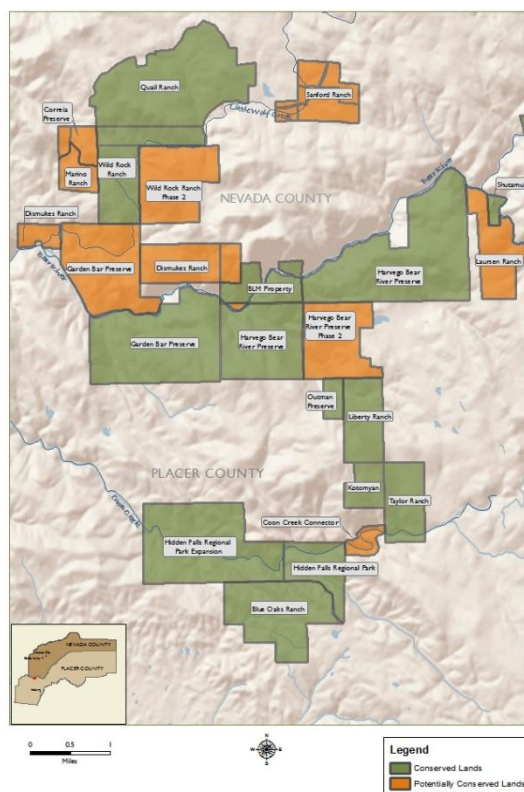
Project Description

Garden Bar Preserve comprises 652 acres of land along the Bear River in Nevada County and is within the Spenceville Conservation Area Protection Plan. Bear Yuba Land Trust (BYLT) is scheduled to acquire this ranch in fee title with Wildlife Conservation Board funding during the first half of 2013. We have an option to buy from the seller (see Attachment 6f). Garden Bar lies at the center of a much larger connected area of conserved lands. Adjacent on the north side of the river, BYLT holds conservation easements with private landowners on 495 acres of Wild Rock Ranch and 1,060 acres of Quail Agricultural Easement. It is also contiguous to Placer Land Trust's 912 acre Garden Bar Preserve and the 2,300 acre Harvego Bear River Preserve. The conservation region connects 8,600 acres of protected within the Bear River Watershed. Upon acquisition of the Property we plan to reassess the current grazing operations and reevaluate our desired outcomes for grazing management.

Garden Bar has been owned and used for agricultural production for the past 150 years. The current landowner bought the land in 1999. Since that time there has been low density grazing every year, but the Property has not been actively managed. There are no homes or structures on this Property, with the exception of an abandoned copper mine site from 1905. The lack of management has led to many negative impacts seen in the erosion of the waterways as well as the invasive plant communities that blanket much of the hillsides.

The current grazing operation is led by an absentee grazer who lives in Nevada and runs around 200 head of cattle from October through April each season. These cattle are not confined to the Garden Bar Preserve due to a lack of fencing and a lease that reaches across the Bear River onto the adjacent Placer County Garden Bar Preserve (approximately 900 acres) and the Properties to the east and west (approximately 500 acres). The unconfined grazing does not allow for the negative impacts that are being created to be addressed in any way. The cattle prefer to stay close to water sources and do not venture into the upper fields enough to graze. Our field visits have confirmed an overabundance of invasive grasses, such as Medusahead (*Elymus caput-medusae*) and Barbed Goat Grass (*Aegilops triuncialis*). These are building up and creating thick

BEAR RIVER PROTECTION PROGRAM



layers of thatch which inhibit other plant growth and increase fire danger. The opportunity to create a comprehensive Management Plan would allow us to fully investigate the overall current operations and areas of concern so that we could then design a grazing regiment to best fit the needs of this particular Property.

Our overall goals of this Planning Project are to complete a Management Plan and a Riparian Restoration Project Design. We will work to establish a grazing regime that benefits the plant and wildlife communities that are such an important part of the Sierra Nevada Foothills and the Blue Oak Woodland community which is unique to this region. By focusing on grazing management decisions, our main goal is not to maximize annual ranch profits. Instead we will strive to sustain ecosystem functions and services to ensure the long-term ecological health of the system and the dependent ranch enterprises.

Land and Water Benefits

Protection of water quality in Little Wolf Creek and the Bear River will aid in our decision making process. In-depth surveys of the current water quality and hydrologic features on the Property will enable us to enhance the protection of Little Wolf Creek, the Bear River and ultimately the California Delta water system. Garden Bar Preserve has two significant perennial waterways which serve as the source of water for the cattle as well as habitat for many birds and other species. Protection of the water quality is one of our main goals in planning this project. Sensitive areas will receive special attention and planned restoration will be a high priority of our surveys and consultations.

SNC Program Goals

This project is in direct alignment with SNC goals. We will be preserving Agricultural Land in the Sierra Nevada and be focusing on increasing biodiversity and economic benefits obtained from the land. Historic ranches are a vital part of the Nevada County landscape. Keeping these lands in the hands of ranchers who will actively work and manage the land is our goal in preserving and improving this Property. Additionally this Property contains significant riparian areas, two miles of annual and perennial streams, and two miles of the Bear River making it strategically important for the maintenance of area water quality and aquatic migratory habitat.

Deliverables

One main purpose of our Planning Project is to create a comprehensive Management Plan that would be the result of our surveys and consultations. Many of the surveys would persist on an annual basis into the future so that we will have a source of data to compare the results of our enhancement projects to. Involvement by various organizations will allow for a wide range of knowledgeable individuals to share their expertise. This will ensure sound data is being documented. Our Project would include collaboration with UC Cooperative Extension (UCCE), Restoration Resources, Sierra Streams Institute (SSI), Natural Resource Conservation Service (NRCS), Sierra College, California Native Plant Society (CNPS), and CalFire.

Surveys would include: (See schedule for list of partners for each project)

- Full wetland delineation at the proposed site for Riparian Restoration.
- Vegetation surveys in riparian zones as well as grasslands.
- Bird surveys.

- Hydrological surveys of both Bear River and Little Wolf Creek corridors.
- Residual dry matter surveys.

Consultations would include:

- Consultation with UC Cooperative Extension Farm Advisor, Roger Ingram for grazing management planning and design.
- Consultation with Restoration Resources for Riparian Restoration Project Design.
- CalFire consultation for prescribed burning of grassland dominated by Medusahead and Barbed Goat Grass.
- Natural Resources Conservation Service (NRCS) consultation for Environmental Quality Incentive Program (EQIP) funding for fencing of exterior boundaries.
- NRCS consultation for Riparian Restoration Project. Possible funding source.
- Department of Fish and Game consultation for permitting of Riparian Restoration Project.

Our surveys and consultations will assist in our preparation for upcoming on the ground Riparian Restoration. We will obtain all permits necessary and have all CEQA documents completed to begin restoration. The main focus area along Little Wolf Creek is suitable habitat for the threatened Western Black Rail. Restoring the wetland and adjacent floodplain would expand habitat for this bird as well as many other migratory and resident animals.

Project Summary **Management Plan**

Creating a comprehensive Management Plan is one of the main objectives of this grant proposal. The project as proposed will allow us to completely survey and better understand our newly acquired Preserve. The overarching vision for this Property is to create an example of a Sustainable Grazing System where native plants, animals and healthy waterways exist together.

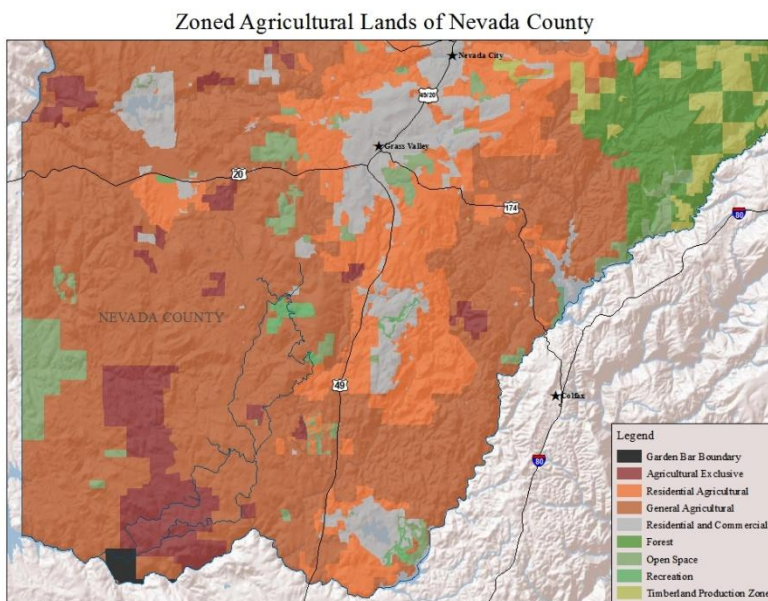
Our grazing management design will strive to use all the current best practices for Sustainable Grazing Systems. The now open rangeland will be divided into smaller pastures to allow focused grazing of the overgrown fields. We will be conducting vegetation surveys, where we set up permanent plots to measure successes before and into the future. Residual dry matter (RDM) sampling will also be completed yearly to better allow us to manage the land.

Another vital aspect of this planning grant will focus on water access for the cattle. Right now the cattle have Little Wolf Creek and the Bear River for water sources. Once the land is divided into pastures we must ensure each has a water source contained within it. Surveys of the riparian ecosystems will determine areas that need to be restored and protected. This could involve fencing off sections of the streams and may limit where water is available. Determining the best course of action to supply water to the cattle will be a top priority.

Roger Ingram, from University of California Cooperative Extension will be the main consultant for constructing our grazing management design.

Riparian Restoration

A Riparian Restoration Project Design is going to be a main deliverable from this Planning Grant. With the help of many local organizations, we will conduct a suite of surveys that will help aid in the design of our Restoration Project. On previous site visits we have located a perennial wetland located along Little Wolf Creek. Many 'wetland indicator' vegetation species were noted. The area surrounding the stream has become eroded. On the cut bank side of the stream the bank has become incised 2-3 feet in some areas. The erosion along Little Wolf Creek is increased by the livestock use. This area is easily accessible for the cattle and there are many signs that they use the area frequently. Many paths are cut down to the water and the upper floodplain receives heavy use by the cattle due to its proximity to the water and available shaded areas.



The importance of having a healthy and functioning wetland in this particular area is critically important for the entire watershed. Little Wolf Creek runs through many agricultural lands in Southern Nevada County. Other streams that flow from the residentially developed areas of Grass Valley also join Little Wolf Creek increasing the chances of pollution into the waterways. Garden Bar Preserve contains the final stretch of Little Wolf Creek before it reaches the Bear River. Having a functioning wetland at this point of the stream will allow the many pollutants and other toxins to be filtered before entering the Bear River. With help

from Sierra Streams Institute we will set up monitoring sites on Little Wolf Creek to determine the success of all projects into the future.

Another critically important reason to restore this wetland is the opportunity to provide additional habitat for the Western Black Rail. This bird is threatened in the state of California due to decreasing wetland and marsh habitat, which they depend on. There are confirmed locations of Western Black Rails found at properties very near Garden Bar. We would partner with Audubon Society and Sierra College classes to conduct bird surveys bi-annually at specific locations on the Property.

We will work with Restoration Resources to design our Riparian Restoration Project. They will survey all of the riparian corridors to determine the health of the entirety of the system. (See their attached proposal for complete details.) Restoration Resources is a design/build landscape and general engineering contractor that specializes in wetland and wildlife habitat mitigation and restoration. They are based in Rocklin, CA and are a family owned and operated business.

Other Factors

In order to create a healthy ecosystem it would be very beneficial to burn the invasive grasses and restore a more balanced blend of forage materials. Thick layers of thatch are building up due to the lack of grazing occurring there. We will be consulting with experts in prescribed burning. The hillsides that are covered with Medusahead and Barbed Goat Grass could all benefit greatly from prescribed burns. CalFire and local contractors will visit the site and inform us of the possibilities for burning in the springtime months.

Access to Garden Bar Preserve is an obstacle that we need to have resolved in order to properly complete our objectives for this Planning Project. From Austin Ranch Rd the privately accessed entrance road passes through seven gates (on private properties) before reaching Garden Bar. The road leading to the property is not maintained and there is a stream crossing just before the boundary to Garden Bar. It has proven necessary to purchase a used Off Highway Vehicle (OHV) to allow easier access so that we can complete all surveys and consultations necessary and to then implement our project into the future. I have attached an example of the type and cost of a used OHV and trailer we would like to purchase. This would greatly improve our chances of being able to access the entire property and get a comprehensive plan in place for the proper management and rehabilitation of this Property.

The Planning Project Grant will have many outcomes. The proposed project outcomes are as follows.

- Outcome 1: Comprehensive Management Plan Completed
- Outcome 2: Design of Riparian Restoration Project
- Outcome 3: CEQA and Permitting
- Outcome 4: Comprehensive Biological Surveys
- Outcome 5: Alignment with SNC Program Goals
- Outcome 6: Consistency with Prop 84 Goals

Environmental Setting

Garden Bar Preserve is located in southern Nevada County and includes a two mile stretch of the Bear River, over 2 miles of ephemeral and perennial drainages, and Little Wolf Creek, all flowing naturally toward the Bear River with no dams, culverts, bridges or other artificial constrictions. From the Bear River, the south facing slope rises 200 ft to an elevation of about 700 ft. The slope changes from 10% - 35% in some of the upper reaches. Scattered throughout the hillsides are Blue Oaks (*Quercus douglasii*), Live Oaks (*Quercus wislizeni*) and Grey Pines (*Pinus sabiniana*). Dominant grass populations include Soft Chess Brome (*Bromus hordeaceus*), Wild Oats (*Avena spp*), Medusahead (*Elymus caput-medusae*), Barbed Goat Grass (*Aegilops triuncialis*) and Italian Rye Grass (*Festuca perennis*). Many large granitic outcroppings can also be found here.

There is no development on the Property currently but there are remnants of dwellings used by California Pioneers from the early 1800s. The famous Emigrant Trail traveled through Garden Bar and the main crossing of the Bear River for pioneers coming over Donner Pass into central California is located on the Property. (See attached photos)

Garden Bar lies at the heart of the rich agricultural lands in the region. Thousands of acres of dry and irrigated pastures surround the Property. Most of these lands are

utilized in the same ways that they have been for generations, although there has been a slow transition to rural residential uses. Access to and throughout the property is difficult and circuitous. All of the roads are unpaved and have smooth to rough finishes. It is necessary to cross Little Wolf Creek in order to enter the Property.

This area is located directly within the critical wildlife corridor that stretches north and south through Placer County and Nevada County (see inset map page 9). There has already been great success at preserving large swathes of land within this corridor and the Garden Bar Preserve is the next piece to the puzzle.

b. Workplan and Schedule

Workplan

Upon acquisition of funding from SNC for our Planning Project we will begin consultations with both UCCE and Restoration Resources to begin designing a Sustainable Grazing System and a Riparian Restoration Project. We will establish MOU's with each of these organizations regarding responsibilities of the parties.

The Management Plan will be a comprehensive look at all aspects of grazing management and other areas of critical importance on the Property. We will establish disaster planning protocol as an aspect of the Management Plan as well. Since water access is such a crucial factor of a successful project we will be focusing on pasture divisions and water availability first.

Restoration Resources will be involved in initial surveys of hydrologic and vegetative features within the riparian areas. We will work together to establish a baseline of information that we can draw from to design our restoration project.

CalFire will visit the site in the early stages of the project to determine if prescribed burning can be done here. If so, we will work with them to implement a plan for this work.

Once we have our project designs complete we will obtain all necessary CEQA documents and permits that will allow us to start on-the ground work. At this point we will also begin applying for further grant funding for our project implementation.

To get a complete picture of all aspects of the property we will begin setting up surveys to be conducted by local colleges and other environmental non-profit organizations in our area.

We will establish permanent photo points linked to GPS coordinates to document all aspects of our work. Photo monitoring points will be set-up prior to the commencement of treatment. Once the work has been completed additional photos will be taken to document our work. After all treatments have been completed GIS layers of the completed work areas will be prepared and BYLT Staff will create maps to submit to SNC.

Schedule

For approximately two years after the project start we will be creating our Management Plan and Riparian Restoration Project Design. By the end of May 2016 we will have obtained all CEQA documents and permits necessary to begin restoration work.

Year	2013					2014					2015					2016								
ACTIVITY	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M
CONSULTATIONS																								
Restoration Resources																								
UC Cooperative Extension																								
CalFire																								
SURVEYS																								
Wetland Delineation (ONPS SQ)																								
RDM Surveys (BYLT)																								
Vegetation Surveys (ONPS SQ)																								
Brd Surveys (SQ BYLT)																								
COMPLETION DUE DATES																								
Riparian Restoration Design																								
Management Plan Complete																								
PROGRESS REPORTS																								
Six Month Progress Reports																								
Final Report																								

c. Restrictions – Does not apply. This is a Category 2 Planning Project.

d. Organizational Capacity

BYLT is a 501(c)3 organization with a mission to promote conservation of land in the foothills region from the Bear to the Yuba Rivers, and from the western crest of the Sierra peaks to the Sacramento Valley floor. Since 1991 more than 6,000 acres in the region have been protected from development and is stewarded by BYLT in perpetuity. BYLT has built and maintains more than 23 miles of community trails and owns and directly manages about 1,000 acres of public access parks and open space.

BYLT has four Agricultural Conservation Easements on large working cattle ranches in the same area of Nevada County. The total acreage of these easements is 3,554 acres. BYLT staff monitors these properties annually with the on-site Ranch Managers. We have developed good working relationships with the agricultural community in the area as we continue to grow the reach of conserved lands.

The key personnel for the project are staffers with senior-level experience in land management and conservation. These individuals will oversee the planning, management and execution of the project. Each of the consulting personnel is a technical professional in agriculture and wildlife biology.

Key Personnel

- **Marty Coleman-Hunt, Executive Director** (staff): Marty holds a B.A. from UC Santa Cruz and an M.B.A. from San Francisco State University. She has had a 30-year career in business management and program leadership for non-profit organizations and in the private sector.

- **Erin Tarr, Stewardship Programs Manager** (staff): Erin holds a BA in Environmental Studies from Cal State Sacramento and has experience as stewardship coordinator and providing restoration services for Placer Land Trust, The Nature Conservancy and California Department of Fish and Game.

Consulting Personnel

- **Roger Ingram, UC Cooperative Extension Farm Advisor**, Roger has over 30 years of experience working with ranchers and landowners to create sustainably economic enterprises which will allow land to stay in agricultural production. He holds both a B.S. and a M.S. in Animal Science from Texas A & M University. Roger is both a County Director and Livestock and Natural Resources Advisor. He co-founded the California Grazing Academy that has been held annually since 1992 at the Sierra Research and Extension Center, located halfway between Marysville and Yuba City.
- **Riley Swift, Restoration Resources, President and Founder**, Riley holds a B.S. in Wildlife Management from Humboldt State University and a M.S. in Biological Sciences from California State University, Chico. He started his landscape rehabilitation business in 1979. Prior to 1979, Riley was employed at various times by the California Department of Fish and Game; the University of California, Berkeley; the U.S. Army Corps of Engineers; and the U.S. Bureau of Reclamation.

e. Cooperation and Community Support

The present proposal emerged from multiple site visits which revealed both the beauty and importance of protection of this land. With funding secured for the acquisition of the land we will now focus on management of the land. Working with other local organizations to create a Management Plan that will fully encompass the entire grazing regime and be able to restore the riparian regions that will aid in improving the water quality for Northern California is a great opportunity for the local area.

This past month, BYLT has met with and toured the property with grazing management professionals who have shown their support for our project including several local grazers such as Nevada County Free Range Beef, NRCS, and the Farm Advisor for Nevada County.

Sierra College and California Native Plant Society have shown interest in completing vegetation and bird surveys on the Property. This would serve as a learning environment for students and would serve BYLT by providing yearly data for our records.

Letters of support from Natural Resources Conservation Service, University of California Cooperative Extension, California Native Plant Society, Sierra Streams Institute, and Wolf Creek Alliance are attached.

f. Long-Term Management and Sustainability

An important component of this funding request is to develop the plans necessary to ensure long-term management and sustainability. Long term management of this project will be ensured through funding that will be secured from various organizations in the future. We will work with State and Federal Agencies to complete both our Riparian Restoration and Grazing Management Design. Below are agencies we will be targeting for funding. See Section 6e for more detailed information.

- Department of Fish and Game – NCCP Grants
- US Fish and Wildlife Service – Conservation Organization Grant Funding
- Natural Resources Conservation Service – EQIP Program Funding
- The Wildlife Conservation Board - Habitat Protection Funding

Our Riparian Restoration Project will qualify for grant funding for both Wetland Conservation and Migratory Birds.

The Management Plan will act as a template for decision making on grazing patterns and management into the future. This will be a comprehensive assessment of the entire landscape which will aid in our stewardship of the land.

The Riparian Restoration Design that is created will be thorough and will result in an on-the-ground project that is ready to be implemented immediately.

g. Performance Measures:
Common to All Categories

- **Number of People Reached:** We will be conducting 6 types of surveys which will be continued on a bi-annual basis. Over the four years we plan to have over 200 college students participating in the project surveys. BYLT will also feature updates about this project on our website and in our quarterly newsletter. These newsletters go out to 1,500 members of BYLT and will be posted to our public website.
- **Dollar Value of Resources Leveraged for the Sierra Nevada:** The purchase of Garden Bar Preserve will be funded by the California Wildlife Conservation Board in the amount of \$1.5 million. There has been \$82,000 raised through mitigation fees, volunteer efforts and private donations by BYLT for ongoing management costs. Roger Ingram of UC Davis will offer his services at a discounted rate because of our non-profit status. BYLT will work to leverage additional funds for our project as we begin to design our plans.
- **Number and Type of Jobs Created:** This project will create jobs in the agricultural industry. There will be a grazer and a ranch manager hired for the property when it is in full production.
- **Number of New, Improved or Preserved Economic Activities:** The grazing management plan we will be creating will work to preserve, improve and expand agricultural activities in Nevada County which is currently in decline due to the conversion of historic area ranches to housing developments and vineyards.

Common to Pre-Project Planning Projects

- **Number of Collaboratively Developed Plans and Assessments:** We will be collaborating with other local organizations on a number of habitat surveys and vegetation surveys. We are planning to conduct 6 different types of biological surveys. These surveys will continue into the future and allow continued collaboration between BYLT and the local community. These surveys will help the BYLT qualify for targeted funding and support understanding of conditions and management options.
- **Percent of Pre-Project and Planning Efforts Resulting in Project Implementation:** This Planning Project will result in 100% readiness for implementation upon completion of both the Management Plan and the Riparian

Restoration Design. BYLT Staff will be working to secure additional funds for the work at the time of completion of both of these documents. Receipt of future funds will have an impact on the timeline of the restoration activities, not whether they will happen or not.

- **Measurable Changes in Knowledge or Behavior:** This grant will result in measurable changes to knowledge by allowing 200 college students and other groups to participate in surveys which will help increase their knowledge of the Sierra Nevada and agricultural landscapes. We will also be working with CalFire to implement prescribed burns. Communicating the need for fire in these landscapes to control invasive weeds and improve habitat will also increase the understanding and acceptance of this management technique to the community. This information will be shared in educational forums through the Agriculture Advisory Board, Nevada County Fair, and local Resource Conservation District.

h. Budget Narrative

SNC grant funding will be used for completing the Management Plan and the Riparian Restoration Project Design. The funds will pay for consultations with leading experts and professionals in each of the following fields. UCCE, Roger Ingram is offering his support at a reduced rate for this project. Restoration Resources will be our consultant for the Riparian Restoration Design. They have years of experience working with landowners and public agencies to create successful habitat and wetland restoration projects.

We will be obtaining all CEQA Documents and other permits necessary for the projects we intend to create.

We will also be purchasing a used OHV and hauling trailer which will allow us to more easily access the Property and complete all of our desired management objectives. At this time access is limited due to perilous roads and a stream crossing. In order to properly manage and implement all of our proposed projects it is necessary to make this purchase. We will be locating a low cost/lightly used OHV.

Surveys will be completed with BYLT staff and volunteers. We have the ability to internally conduct all surveys which will keep the cost of this project down. Volunteers will be providing in-kind support over the course of many years.

Once a grazing management plan is established and put in place we will be receiving revenue from the grazing operations on the Property. These revenues will go back into funding our improvements to the grazing operation; such as fencing, water supply and riparian restoration.

Appendix B4

SIERRA NEVADA CONSERVANCY

PROPOSITION 84 - DETAILED BUDGET FORM

Project Name: Garden Bar Preserve Riparian Restoration and Grazing Management Planning Project

Applicant: Bear Yuba Land Trust

SECTION ONE				Project Cost Breakdown				
DIRECT COSTS	Units	Unit Cost	Total Cost	Year One (2013)	Year Two (2014)	Year Three (2015)	Year Four (2016)	Total
<i>Project Management Costs (BYLT Staff)</i>			\$8,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$8,000.00
<i>Riparian Restoration Plan and Design</i>			\$22,775.00	\$5,693.75	\$5,693.75	\$5,693.75	\$5,693.75	\$22,775.00
<i>UCCE Consultation</i>			\$3,000.00	\$1,000.00	\$1,000.00	\$1,000.00		\$3,000.00
<i>Management Plan (BYLT Staff)</i>			\$4,000.00	\$1,000.00	\$1,000.00	\$1,000.00		\$4,000.00
<i>CEQA Documents</i>			\$2,200.00			\$2,200.00		\$2,200.00
<i>Biologist for CEQA Compliance</i>			\$3,000.00			\$3,000.00		\$3,000.00
<i>Used OHV and trailer purchase</i>			\$9,000.00	\$9,000.00				\$9,000.00
DIRECT COSTS SUBTOTAL:	0	\$0.00	\$51,975.00	\$18,693.75	\$9,693.75	\$14,893.75	\$7,693.75	\$51,975.00

SECTION TWO				Project Cost Breakdown				
INDIRECT COSTS	Units	Unit Cost	Total Cost	Year One	Year Two	Year Three	Year Four	Total
<i>Monitoring (BYLT/SSI)</i>			\$5,000.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$5,000.00
<i>Performance Reporting (BYLT)</i>			\$3,000.00	\$750.00	\$750.00	\$750.00	\$750.00	\$3,000.00
								\$0.00
								\$0.00
INDIRECT COSTS SUBTOTAL:	0	\$0.00	\$8,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$8,000.00
PROJECT TOTAL:	0	\$0.00	\$59,975.00	\$20,693.75	\$11,693.75	\$16,893.75	\$9,693.75	\$59,975.00

SECTION THREE				Project Cost Breakdown				
Administrative Costs (Costs may not to exceed 15% of total Project Cost) :	Units	Unit Cost	Total Cost	Year One	Year Two	Year Three	Year Four	Total
<i>Overhead (13.5%)</i>			\$8,100.00	\$2,025.00	\$2,025.00	\$2,025.00	\$2,025.00	\$8,100.00
			0.00					\$0.00
			0.00					\$0.00
			0.00					\$0.00
			0.00					\$0.00
ADMINISTRATIVE TOTAL:	0	\$0.00	\$8,100.00	\$2,025.00	\$2,025.00	\$2,025.00	\$2,025.00	\$8,100.00
SNC TOTAL GRANT REQUEST:	0	\$0.00	\$68,075.00	\$22,718.75	\$13,718.75	\$18,918.75	\$11,718.75	\$68,075.00

SECTION FOUR				Years Fund Received				
OTHER PROJECT CONTRIBUTIONS				Year One	Year Two	Year Three	Year Four	Total
<i>BYLT Strategic Conservation Fund</i>			\$40,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$40,000.00
<i>Oak Mitigation Funds</i>			\$35,000.00	\$8,750.00	\$8,750.00	\$8,750.00	\$8,750.00	\$35,000.00
<i>Volunteer Support</i>			\$7,000.00	\$1,750.00	\$1,750.00	\$1,750.00	\$1,750.00	\$7,000.00
			0.00					\$0.00
			0.00					\$0.00
			0.00					\$0.00
			0.00					\$0.00
Total Other Contributions:	0	\$0.00	\$82,000.00	\$20,500.00	\$20,500.00	\$20,500.00	\$20,500.00	\$82,000.00

Appendix B3

CEQA/NEPA Compliance Form

(California Environmental Quality Act & National Environmental Policy Act)

Instructions: All applicants, including federal agencies, must complete the CEQA compliance section. Check the box that describes the CEQA status of the proposed project. You must also complete the documentation component and submit any surveys, and/or reports that support the checked CEQA status. NOTE: There is no page limit requirement on this form. You may use the space you need to fully describe the CEQA/NEPA status of this project.

If NEPA is applicable to your project, you must complete the NEPA section in addition to the CEQA section. Check the box that describes the NEPA status of the proposed project. Complete the documentation component and submit any surveys, and/or reports that support the NEPA status.

For both CEQA and NEPA, submittal of permits is only necessary if they contain conditions providing information regarding potential environmental impacts.

CEQA STATUS

(All applicants must complete this section)

Check the box that corresponds with the CEQA compliance for your project. The proposed action is either "Not a Project" under CEQA; is Categorically Exempt from CEQA; or requires a Negative Declaration, Mitigated Negative Declaration, or an Environmental Impact Report per CEQA.

☒ **"Not a Project" per CEQA**

1. Describe how your project is "Not a Project" per CEQA:

We are applying for a Category 2 Planning Project. No work will be done under this funding. We will obtain all CEQA documents necessary during our planning project so that we are prepared to start restoration work in the near future.

2. If appropriate, provide documentation to support the "Not a Project" per CEQA status.

☐ **Categorical Exemption or Statutory Exemption**

If a project is categorically exempt from CEQA, all applicants, including public agencies that provide a filed Notice of Exemption, are required to provide a clear and comprehensive description of the physical attributes of the project site, including potential and known special-status species and habitat, in order for the SNC to make a determination that the project is exempt. A particular project that ordinarily would fall under a specific category of exemption may require further CEQA review due to individual circumstances, i.e., it is within a sensitive location, has a cumulative impact, has a significant effect on the environment, is within a scenic highway, impacts an historical resource, or is on a hazardous waste site. Potential cultural/archaeological resources must be noted, but do not need to be specifically listed or mapped at the time of application submittal. Backup data informing the exemption decision, such as

biological surveys, Cultural Information Center requests, research papers, etc. should accompany the full application. Applicants anticipating the SNC to file an exemption are encouraged to conduct the appropriate surveys and submit an information request to an office of the California Historical Resources Information System (CHRIS).

1. Describe how your project complies with the requirements for claiming a Categorical or Statutory Exemption per CEQA:

2. If your organization is a state or local governmental agency, submit a signed, approved Notice of Exemption (NOE) documenting the use of the Categorical Exemption or Statutory Exemption, along with any permits, surveys, and/or reports that have been completed to support this CEQA status. The Notice of Exemption must bear a date stamp to show that it has been filed with the State Clearinghouse and/or County Clerk, as required by CEQA.

3. If your organization is a nonprofit or federal agency, there is no other California public agency having discretionary authority over your project, and you would like the SNC to prepare a NOE for your project, let us know that and provide any permits, surveys, and/or reports that have been completed to support the CEQA status.

-
- ☐ **Negative Declaration OR**
☐ **Mitigated Negative Declaration**

If a project requires a Negative Declaration or Mitigated Negative Declaration, then applicants must work with a qualified public agency, i.e., one that has discretionary authority over project approval or permitting, to complete the CEQA process.

1. Describe how your project complies with the requirements for the use of a Negative Declaration or a Mitigated Negative Declaration per CEQA:

2. Submit the approved Initial Study and Negative Declaration/Mitigated Negative Declaration along with any Mitigation Monitoring or Reporting Plans, permits, surveys, and/or reports that have been completed to support this CEQA status. The IS/ND/MND must be accompanied by a signed, approved Notice of Determination, which must bear a date stamp to show that it has been filed with the State Clearinghouse and/or County Clerk, as required by CEQA.

☐ **Environmental Impact Report**

If a project requires an Environmental Impact Report, then applicants must work with a qualified public agency, i.e., one that has discretionary authority over project approval or permitting, to complete the CEQA process.

1. Describe how your project complies with the requirements for the use of an Environmental Impact Report per CEQA:

2. Submit the Draft and Final Environmental Impact Report along with any Mitigation Monitoring or Reporting Plans, permits, surveys, and/or reports that have been completed to support this CEQA status. The EIR documentation must be accompanied by a signed, approved Notice of Determination, which must bear a date stamp to show that it has been filed with the State Clearinghouse and/or County Clerk, as required by CEQA.

NEPA STATUS

(Applicable to federal applicants, some tribal organizations, and applicants receiving federal funding or conducting activities on federal lands)

Check the box that corresponds with the NEPA compliance for your project.

☐ **Categorical Exclusion**

1. Describe how your project complies with the requirements for claiming a Categorical Exclusion per NEPA:

2. Submit the signed, approved Decision Memo and Categorical Exclusion, as well as documentation to support the Categorical Exclusion, including any permits, surveys, and/or reports that have been completed to support this NEPA status:

☐ **Environmental Assessment & Finding of No Significant Impact**

1. Describe how your project complies with the requirements for the use of an Environmental Assessment and Finding of No Significant Impact per NEPA:

2. Submit the signed, approved Environmental Assessment and Finding of No Significant Impact along with any permits, surveys, and/or reports that have been completed to support this NEPA status.

☐ **Environmental Impact Statement**

1. Describe how your project complies with the requirements for the use of an Environmental Impact Statement per NEPA:

2. Submit the Draft and approved, Final Environmental Impact Statement, along with the Record of Decision and any permits, surveys, and/or reports that have been completed to support this NEPA status.



UNIVERSITY of CALIFORNIA

Agriculture & Natural Resources



COOPERATIVE EXTENSION PLACER & NEVADA COUNTIES

PLACER: 11477 E Avenue • Auburn, CA 95603

Tel: (530) 889-7385

Fax: (530) 889-7397

E-Mail: ceplacer@ucdavis.edu

NEVADA: 255 So. Auburn Street • Grass Valley, CA 95945

Tel: (530) 273-4563

Fax: (530) 273-4769

E-Mail: cenevada@ucdavis.edu

WEB SITE: ceplacervevada.ucdavis.edu

October 10, 2012

Sierra Nevada Conservancy
11521 Blocker Dr Ste, 205
Auburn, CA 95603

Dear Grant Reviewer:

UC Cooperative Extension is pleased to affirm our support of the Garden Bar Preserve Riparian Restoration and Grazing Management Planning Project proposed by the Bear Yuba Land Trust. Garden Bar Preserve is a 652 acre ranch located along the North side of the Bear River in Nevada County.

We support the Bear Yuba Land Trust in their efforts to create a comprehensive Management Plan that will aid in creating a Sustainable Grazing System on the land. I have recently toured the property with a staff member from Bear River Land Trust and feel that the property will greatly benefit from active management to control the overabundance of invasive grasses that are creating thick layers of thatch throughout the property. Using sound science and collaboration with other professionals such as myself in the grazing management and planning field will ensure a successful project.

We feel the proposed Riparian Restoration Project is critically important for the health of the watershed. We support the Bear Yuba Land Trust in their proposal to design and implement a restoration project that will enhance the quality of the water flowing from Little Wolf Creek into the Bear River. Not only will a restored wetland aid in improving water quality, but also it will provide increased habitat for the threatened Western Black Rail. This bird is found in the area and is in desperate need of expanded and enhanced wetlands.

We strongly support this effort to protect our valuable agricultural lands and to improve the water quality in the Bear River Watershed and ultimately in the California Delta. Please feel free to contact me if you feel I can provide additional information.

Sincerely,

Roger Ingram

UCCE County Director and Farm Advisor, Nevada and Placer Counties

University of California, United States Department of Agriculture, and Placer and Nevada Counties Cooperating

The University of California prohibits discrimination against any person employed by or seeking employment with the University on the basis of race, color, national origin, religion, sex, physical or mental disability, medical condition (cancer-related or genetic characteristics), ancestry, marital status, age, sexual orientation, citizenship, or status as a covered veteran (special disabled veteran, Vietnam-era veteran or any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized). University Policy is intended to be consistent with the provisions of applicable State and Federal laws. Inquiries regarding the University's nondiscrimination policies may be directed to the Affirmative Action/Staff Personnel Services Director, University of California, Agriculture and Natural Resources, 1111 Franklin, 8th Floor, Oakland, CA 94602-2000, (510) 937-0096.

United States Department of Agriculture



Natural Resources Conservation Service
Grass Valley Field Office
113 Presley Way, Suite 1
Grass Valley, CA 95945
(530) 272-3417
(530) 477-8055 (Fax)

Sierra Nevada Conservancy
11521 Blocker Dr Ste, 205
Auburn, CA 95603

October 11, 2012

Dear Grant Reviewer:

The Grass Valley office of the Natural Resources Conservation Service is pleased to affirm our support of the Garden Bar Preserve Riparian Restoration and Grazing Management Planning Project proposed by the Bear Yuba Land Trust.

We support the Bear Yuba Land Trust in their efforts to create a comprehensive Management Plan that will aid in creating a Sustainable Grazing System on the land. The NRCS staff recently visited the property with the Bear Yuba Land Trust staff and we feel that the property will greatly benefit from active management to control the overabundance of invasive species throughout the property. Using sound science and collaboration with other professionals in the grazing management field will ensure a successful project.

We feel that the proposed Riparian Restoration Project is important for the health of the watershed due to its size and proximity to water courses such as Little Wolf Creek and the Bear River. Not only will a restored wetland aid in improving water quality, but it will also provide increased habitat for the threatened Western Black Rail. This bird is found in the area and is in desperate need of expanded and enhanced wetlands.

We support this effort to protect our valuable agricultural lands and to improve the water quality in the Bear River Watershed and ultimately in the California Delta. Please feel free to contact me if you feel I can provide additional information.

Sincerely,

A handwritten signature in blue ink that reads "Jason N. Jackson". The signature is fluid and cursive, with a long horizontal flourish extending to the right.

JASON N. JACKSON
District Conservationist





Sierra Nevada Conservancy
11521 Blocker Dr Ste, 205
Auburn, CA 95603

October 18, 2012

Dear Grant Reviewer:

Sierra Streams Institute is pleased to affirm our support of the Garden Bar Preserve Riparian Restoration and Grazing Management Planning Project proposed by the Bear Yuba Land Trust. Garden Bar Preserve is a 652 acre ranch located along the North side of the Bear River in Nevada County. The area is critically important as a migration corridor for wildlife between Placer and Nevada Counties and is at the heart of the agricultural lands in our region. There has been over 8,600 acres of land currently protected in this region, with 1,500 acres to be protected in the near future.

We support the Bear Yuba Land Trust in their efforts to create a comprehensive Management Plan that will aid in creating a Sustainable Grazing System on the land. We feel that the people of Nevada County will greatly benefit from active management to control the overabundance of invasive grasses that are creating thick layers of thatch throughout the Property. Using sound science and collaboration with other professionals in the grazing management field will ensure a successful project.

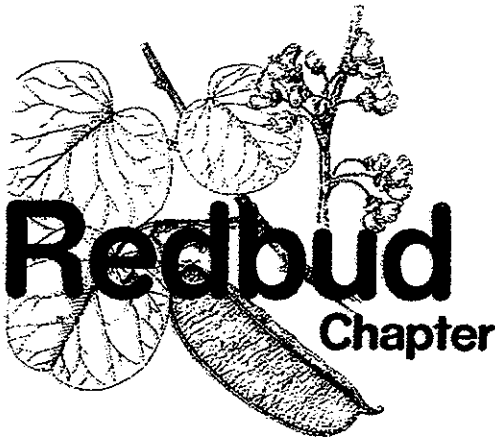
We feel that the proposed Riparian Restoration Project is critically important for the health of the watershed. We support the Bear Yuba Land Trust in their proposal to design and be prepared to implement a restoration project that will enhance the quality of the water flowing from Little Wolf Creek into the Bear River. A restored wetland will aid in filtering toxins and other pollutants and will also provide increased habitat for the threatened Western Black Rail. This bird is found in the area and is in desperate need of expanded and enhanced wetlands.

We strongly support this effort to protect our valuable agricultural lands and to improve the water quality in the Bear River Watershed and ultimately in the California Delta. Please feel free to contact me if you feel I can provide additional information.

Sincerely,

A handwritten signature in cursive script that reads "Jane Sellen".

Jane Sellen, Watershed Coordinator



CALIFORNIA NATIVE PLANT SOCIETY

The mission of the California Native Plant Society is to increase understanding and appreciation of California's native plants and to conserve them and their natural habitats through education, science, advocacy, horticulture, and land stewardship.

Western Nevada & Placer Counties

Sierra Nevada Conservancy
11521 Blocker Dr Ste, 205
Auburn, CA 95603

October 22, 2012

Dear Grant Reviewer:

The Redbud Chapter of the California Native Plant Society is pleased to affirm our support of the Garden Bar Preserve Riparian Restoration and Grazing Management Planning Project proposed by the Bear Yuba Land Trust. Garden Bar Preserve is a 652 acre ranch located along the North side of the Bear River in Nevada County. The area is critically important as a migration corridor for wildlife between Placer and Nevada Counties and is at the heart of the agricultural lands in our region. Over 8,600 acres of land are currently protected in this region, with 1,500 acres to be protected in the near future.

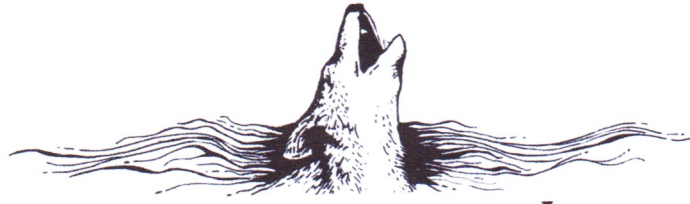
We strongly support the Bear Yuba Land Trust in their efforts to create a comprehensive Management Plan that will aid in creating a Sustainable Grazing System on the land. We feel that the people of Nevada County will greatly benefit from active management to control the overabundance of non-native grasses that create thick layers of thatch throughout the Property. Using sound science and collaboration with other professionals in the grazing management field will ensure a successful project. Redbud Chapter supports the conservation of rare and endangered native plant and animal species by the creation of a comprehensive plan for the Project.

We feel that the proposed Riparian Restoration Project is critically important for the health of the watershed. We support the Bear Yuba Land Trust in their proposal to design and be prepared to implement a restoration project that will enhance the quality of the water flowing from Little Wolf Creek into the Bear River. A restored wetland will aid in filtering toxins and other pollutants and will also provide increased habitat for the threatened Western Black Rail. This bird is found in the area and is in desperate need of expanded and enhanced wetlands.

We strongly support this effort to protect our valuable agricultural lands and to improve the water quality in the Bear River Watershed and ultimately in the California Delta. Please feel free to contact me if you feel I can provide additional information.

Sincerely,

Ms. Karen I. Callahan
Rare Plants Chairperson,
Redbud Chapter, CNPS



WOLF CREEK COMMUNITY ALLIANCE

"Grass Valley - A creek runs through it."

October 15, 2012

Sierra Nevada Conservancy
11521 Blocker Drive, Suite 205
Auburn, CA 95603

Dear Grant Reviewer,

I am writing to express enthusiastic support of the Garden Bar Preserve Riparian Restoration and Grazing Management Planning Project proposed by the Bear Yuba Land Trust. Garden Bar Preserve is a 652 acre ranch located along the North side of the Bear River in Nevada County. The area is critically important as a migration corridor for wildlife between Placer and Nevada Counties and is at the heart of the agricultural lands in our region.

The Wolf Creek Community Alliance is a 501(c) organization dedicated to the preservation, restoration, and enhancement of the Wolf Creek Watershed. Formed in 2003, we have a robust citizen-based water quality monitoring program with 20 sites in the watershed, monitored monthly or bi-monthly for over 8 years. We also provide public outreach to encourage good stewardship of our creek, and work closely with local schools who have adopted watershed based curriculum and use the creeks as an "outdoor classroom".

We feel that the proposed Riparian Restoration Project is critically important for the health of the watershed. We support the Bear Yuba Land Trust in their proposal to design and implement a restoration project that will enhance the quality of the water flowing from Little Wolf Creek into the Bear River. A restored wetland will aid in filtering toxins and other pollutants and will also provide increased habitat for the threatened Western Black Rail. This bird is found in the area and is in desperate need of expanded and enhanced wetlands.

The lands identified in this project are in a watershed immediately adjacent to the Wolf Creek Watershed that we have adopted; we fully believe that this opportunity represents an opportunity to improve the water quality in the Bear River Watershed and ultimately in the California Delta. Please feel free to contact me if you feel I can provide additional information.

Thank you for your consideration.

Sincerely,

Jonathan Keehn, President, Board of Directors
Wolf Creek Community Alliance

"Do unto those downstream as you would have those upstream do unto you." Wendell Berry

e. Long-Term Management and Sustainability

BYLT will be responsible for the long term management and sustainability of this Planning Project. We will treat this property like our other Fee Title lands and monitor accordingly. The Management Plan that is created from this SNC funded grant will allow us to make specific determinations of what monitoring protocol will be necessary.

We will establish photo points linked to GPS coordinates throughout the Property that will be visited yearly. We will continue to conduct surveys and compile data to better improve our management activities on the Property.

Sources of additional funding which we will procure for future implementation of the project are discussed further in section 5f. Below are examples of programs we will be targeting for funding.

USFWS Grant Examples:



Private Stewardship Grants

Provides grants or other assistance on a competitive basis to individuals and groups engaged in private conservation efforts that benefits species listed or proposed as endangered or threatened under the Endangered Species Act, candidate species, or other at-risk species on private lands within the United states.

North American Wetlands Conservation Act

To support efforts to promote conservation and associated habitats for migratory birds and other wildlife. Preference given to projects that have partners or grantees who have never participated in a NAWCA supported program.

NRCS Grant Example:



Introduction

The Environmental Quality Incentives Program (EQIP) is a voluntary program that provides financial and technical assistance to agricultural producers through contracts up to a maximum term of ten years in length. These contracts provide financial assistance to help plan and implement conservation practices that address natural resource concerns and for opportunities to improve soil, water, plant, animal, air and related resources on agricultural land and non-industrial private forestland. In addition, a purpose of EQIP is to help producers meet Federal, State, Tribal and local environmental regulations.

Who Can Apply

Owners of land in agricultural or forest production or persons who are engaged in livestock, agricultural or forest production on eligible land and that have a natural resource concern on the land may participate in EQIP.

How EQIP Works

EQIP provides financial assistance payments to eligible producers based on a portion of the average cost associated with practice implementation. Additional payments may be available to help producers develop conservation plans which are required to obtain financial assistance. Historically underserved producers (limited resource farmers/ranchers, beginning farmers/ranchers, socially disadvantaged producers, Tribes) may be eligible for a higher practice payment rate for the implementation for conservation practices and conservation plans. Producers may use a certified Technical Service Provider (TSP) for technical assistance needed for certain eligible activities, services and the development of conservation plans. Historically underserved producers may also be eligible for advance payments up to 30 percent of the cost needed to purchase materials or contracting services to begin installation of approved conservation practices.

NRCS works with the producer to develop a plan of operations that:

1. Identifies the appropriate conservation practice or measures needed to address identified natural resource concerns
2. Implements conservation practices and activities according to an EQIP plan of operations developed in conjunction with the producer that identifies the appropriate conservation practice or measures needed to address identified natural resource concerns. The practices are subject to NRCS technical standards adapted for local conditions.

Participants may not receive, directly or indirectly, payments that, in the aggregate, exceed \$300,000 for all EQIP contracts entered into during any six-year period. Participants whose projects NRCS determines to have special environmental significance may petition the NRCS Chief for the payment limitation to be waived to a maximum of \$450,000. Additional payment limitations apply to producers enrolled in the EQIP Organic Initiative.

Department of Fish and Game Grant Example:



Natural Community Conservation Planning (NCCP)

Grants for NCCPs and HCPs

DFG sponsors several grant programs to assist in funding NCCPs and Habitat Conservation Plans (HCPs). Three of these important programs are administered by the Habitat Conservation Planning Branch.

The **NCCP LOCAL ASSISTANCE GRANT (LAG) Program** provides state funds for urgent tasks associated with the implementation of approved NCCPs or NCCPs anticipated to be approved within 12 months of grant application.

DFG is also the state sponsor of the federal **ESA NON-TRADITIONAL SECTION 6 GRANT Programs**. The U.S. Fish and Wildlife Service (FWS) offers funding through the Cooperative Endangered Species Conservation Fund to support conservation planning and purchases of vital habitat for threatened and endangered fish, wildlife, and plant species. The grants are authorized by Section 6 of the Endangered Species Act.

Wildlife Conservation Board Grant Example:



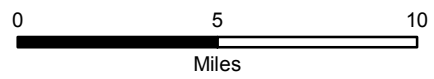
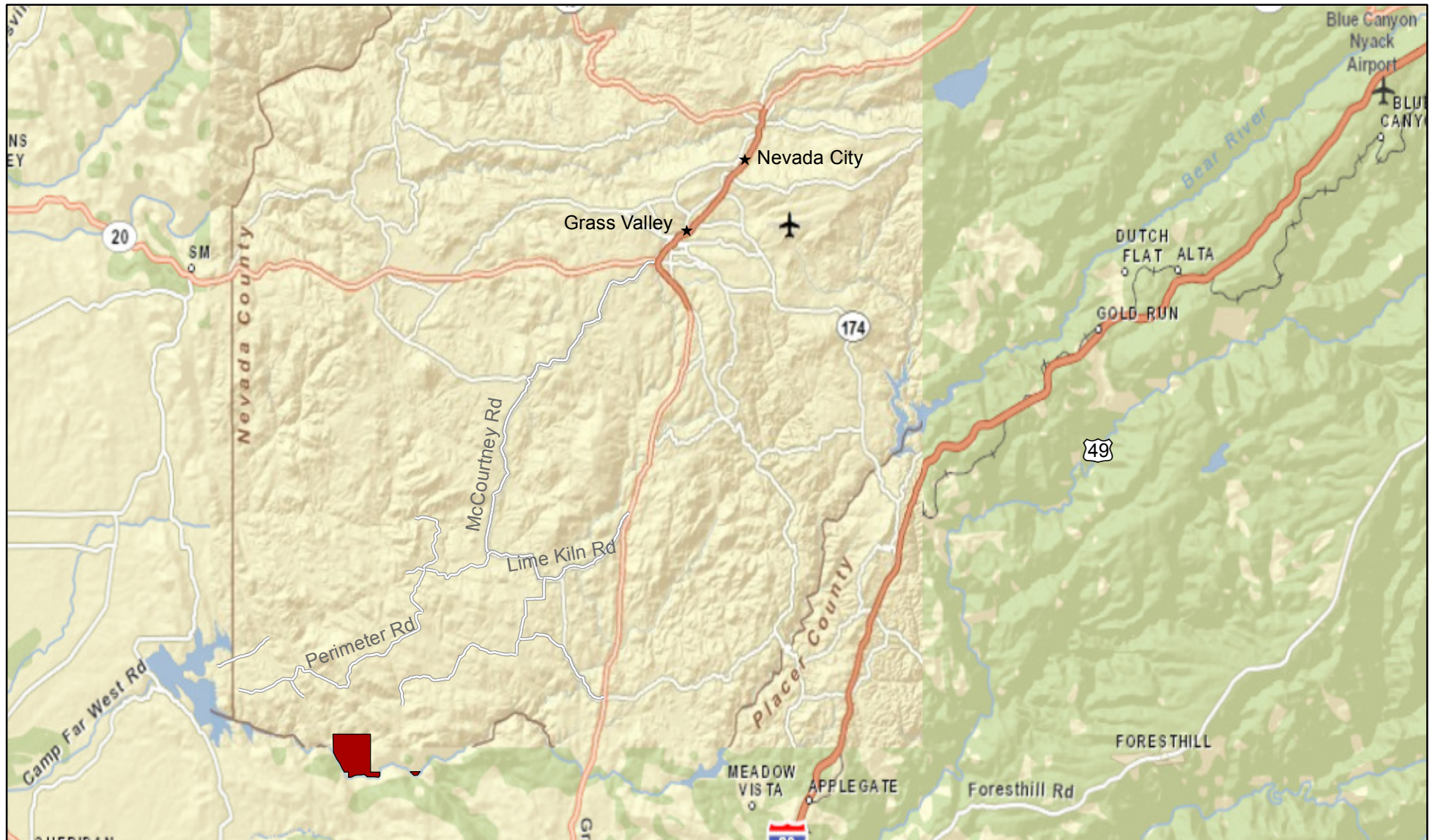
Ecosystem Restoration on Agricultural Lands (ERAL)

Grant Process and Application

Grant funding applications are accepted on a year-round basis. The WCB meets four times each year, normally in February, May, August, and November to consider approval of funding for projects.

While applications may be submitted throughout the year, WCB may need up to six months to review, prepare, and present proposals to the Board for funding consideration. Upon receipt of a project application, WCB staff will review the application for completeness and qualifications based on program criteria. The WCB will also assess the project in terms of funding sources, to determine if there are sufficient and appropriate funds available for the project. The WCB will communicate its determination back to the contact listed on the application, as to, if and when the project will be scheduled for Board consideration.

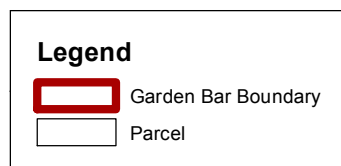
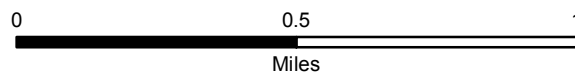
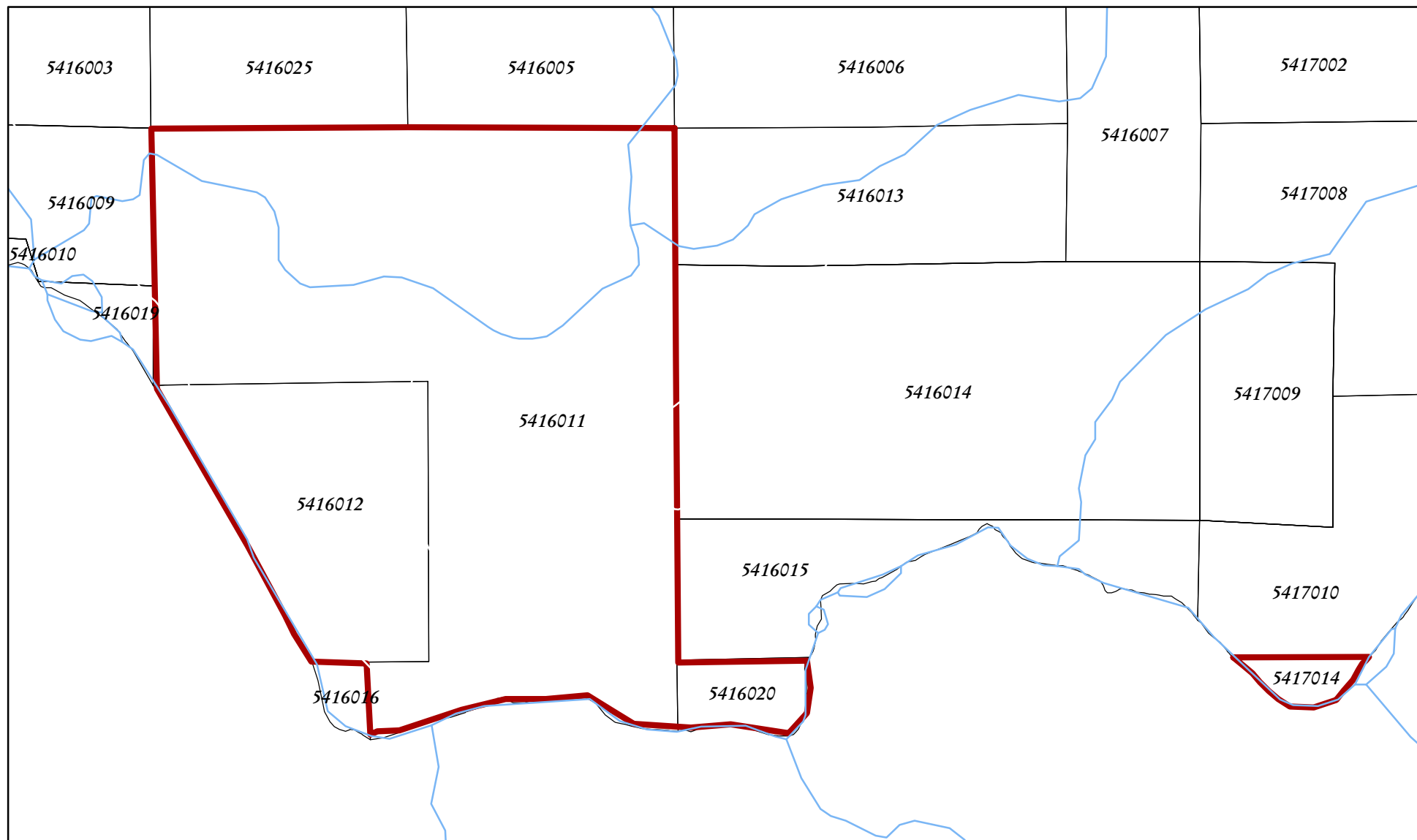
Garden Bar Vicinity Map



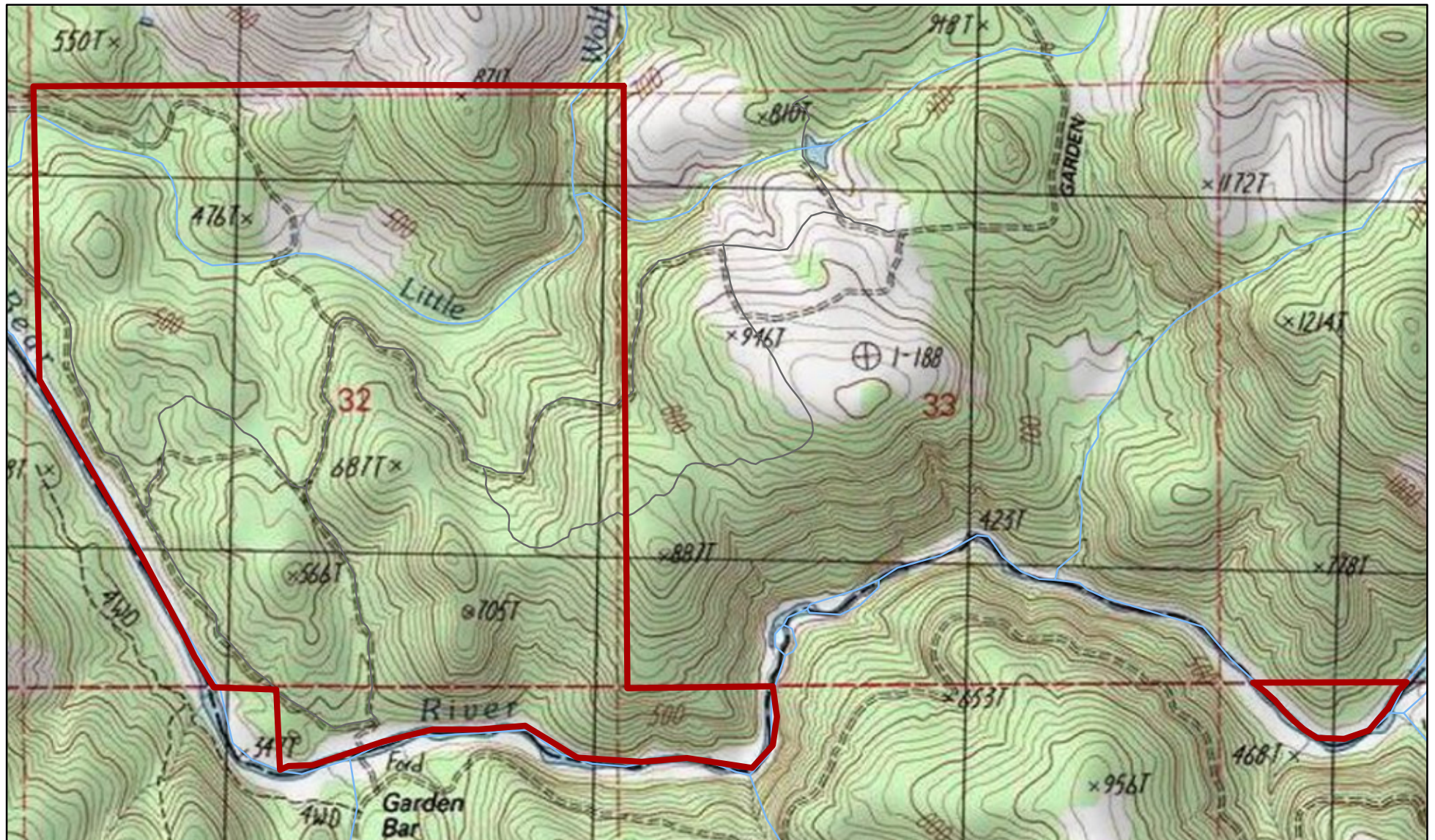
Legend

 Garden Bar Boundary

Garden Bar Parcel Map



Garden Bar Topo Map



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- Roads
- Garden Bar Boundary





















PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS

THIS PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS ("Agreement") is dated as of this ____ day of June, 2010, for reference purposes only, and is made by and between Paula Turteltaub, an individual ("Seller"), and The Nevada County Land Trust, a California public benefit corporation, or Nominee, ("Buyer"). This Agreement shall be effective on the "Effective Date", which is the date on which the last person signing this Agreement shall have signed this Agreement.

RECITALS:

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties:

A. Seller is the owner of certain real property located in an unincorporated area of the County of Nevada, State of California, consisting of that Real Property (including all buildings, structures, fixtures and other improvements located thereon or thereunder) commonly known as the Garden Bar Property, and more particularly described in Exhibit A-1 attached hereto ("Real Property" or "Property").

B. Buyer desires to purchase the Real Property from Seller and Seller desires to sell the Real Property to Buyer, upon the terms and conditions stated in this Agreement.

C. In order to effectuate the foregoing, Seller and Buyer desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants of the parties herein contained and other valuable consideration, the parties agree as follows:

1. SALE AND PURCHASE; TITLE COMPANY.

1.1 General. Subject to the terms, covenants and conditions of this Agreement, Seller shall sell to Buyer, and Buyer shall purchase from Seller, all of the Real Property.

1.2 The Real Property. As used in this Agreement, the terms "Real Property" or Property include all of Seller's right, title and interest in the Real Property and all of the items referred to in Subsections 1.2.1 through 1.2.4.

1.2.1. Personal Property. All of Seller's right, title and interest in and to any and all personal property located at the Real Property which is owned by Seller and which is used in the operation and maintenance of the Real Property (the "Personal Property").

1.2.2. Rights and Privileges. All of Seller's right, title and interest, if any, in and to all rights, privileges, tenements, hereditaments, rights-of-way, easements, appurtenances,

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mineral rights, development rights, air rights and riparian or littoral rights belonging or appertaining to the Real Property.

1.2.3. Contracts and Leases. All of Seller's right, title and interest in and to (i) all assignable service, maintenance, construction, management and other contracts relating to the operation of the Property (collectively, "**Contracts**"), and (ii) all leases, tenancy and occupancy agreements for all or any portion of the Real Property (collectively, "**Leases**").

1.2.4. Permits and Warranties. All of Seller's right, title and interest in and to (i) all licenses, permits and approvals, if any, affecting or pertaining to the Property which, if assignable, are to be assigned to Buyer at the Closing, and (ii) all warranties, if any, affecting or pertaining to the Property which, if assignable, are to be assigned to Buyer at the Closing.

1.3. Title Company. The purchase and sale of the Property shall be accomplished through an escrow (the "**Escrow**") which Seller has established or will establish with Placer Title Insurance Company (the "**Title Company**") at 426 Sutton Way, Suite 110, Grass Valley, CA 95945.

2. PAYMENT OF CONSIDERATION AND CONTRIBUTION.

2.1. Amount. The total consideration (the "**Consideration**") to be paid by Buyer to Seller for the Property is Three Million Dollars (\$3,000,000.00). Notwithstanding the foregoing, within six months of the Close of Escrow (as defined herein), Buyer shall have an appraisal prepared of the Property to be performed by and in accordance with the standards and guidelines established by those granting authorities from whom Buyer is seeking funding to complete this acquisition. The Market Value of such appraisal shall become the Consideration under this Agreement once it is approved in writing by both Parties.

2.2. Terms of Payment. Buyer shall pay the Consideration to Seller as follows:

2.2.1. Deposit. Within five (5) business days after the Effective Date, and as a condition precedent of the effectiveness of this Agreement, Buyer shall deposit with the Title Company a cash earnest money deposit in the amount of Five Thousand Dollars (\$5000.00) ("**Initial Deposit**"). Upon Buyer's approval of the Due Diligence Materials and satisfaction of the Conditions Precedent (as defined below), Buyer shall deliver into Escrow an additional deposit (the "**Additional Deposit**") in the amount of Twenty Five Thousand Dollars (\$25,000.00). The Initial Deposit, the Additional Deposit and all interest accruing thereon (collectively, the "**Deposit**") shall be credited to the Purchase Price upon the Close of Escrow or shall be paid to Seller as nonrefundable liquidated damages if Buyer fails to acquire the Property for any reason, other than due to the default of Seller under the Purchase Agreement or the failure of any Condition Precedent. The Deposit shall be returned to Buyer if Buyer terminates this transaction due to a failure or disapproval of any Condition Precedent or a default of Seller. The Title Company shall hold the Deposit in accordance with the terms of the Agreement.

2.2.2. Payment of Balance. The remainder of the Purchase Price shall be paid in full, in cash, through escrow at the Closing.



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2.3. Contribution. Seller shall make a contribution to Buyer in the amount of One Hundred Ninety One Thousand Forty Dollars (\$191,040.00) (the "**Contribution**") which is Buyer's stewardship fee to partially cover Buyer's estimated costs that it will incur in the ownership of the Property. This amount shall be paid in full, in cash, through escrow at Closing.

3. LIQUIDATED DAMAGES. BUYER ACKNOWLEDGES THAT THE CLOSING OF THE SALE OF THE PROPERTY TO BUYER, ON THE TERMS AND CONDITIONS AND WITHIN THE TIME PERIOD SET FORTH IN THIS AGREEMENT, IS MATERIAL TO SELLER. BUYER ALSO ACKNOWLEDGES THAT SUBSTANTIAL DAMAGES WILL BE SUFFERED BY SELLER IF SUCH TRANSACTION IS NOT SO CONSUMMATED DUE TO BUYER'S DEFAULT UNDER THIS AGREEMENT. BUYER FURTHER ACKNOWLEDGES THAT, AS OF THE DATE OF THIS AGREEMENT, SELLER'S DAMAGES WOULD BE EXTREMELY DIFFICULT OR IMPOSSIBLE TO COMPUTE IN LIGHT OF THE UNPREDICTABLE STATE OF THE ECONOMY AND OF GOVERNMENTAL REGULATIONS, THE FLUCTUATING MARKET FOR REAL ESTATE AND REAL ESTATE LOANS OF ALL TYPES, AND OTHER FACTORS WHICH DIRECTLY AFFECT THE VALUE AND MARKETABILITY OF THE PROPERTY. IN LIGHT OF THE FOREGOING AND ALL OF THE OTHER FACTS AND CIRCUMSTANCES SURROUNDING THIS TRANSACTION, AND FOLLOWING NEGOTIATIONS BETWEEN THE PARTIES, BUYER AND SELLER AGREE THAT THE FAIR MARKET VALUE OF THE DEPOSIT BY THE BUYER REPRESENTS A REASONABLE ESTIMATE OF THE DAMAGES WHICH SELLER WOULD SUFFER BY REASON OF BUYER'S DEFAULT HEREUNDER. ACCORDINGLY, BUYER AND SELLER HEREBY AGREE THAT, IN THE EVENT OF SUCH DEFAULT BY BUYER UNDER THIS AGREEMENT, SELLER MAY TERMINATE THIS AGREEMENT BY GIVING NOTICE TO BUYER AND TITLE COMPANY. IN THE EVENT OF SUCH TERMINATION, THE DEPOSIT SHALL AUTOMATICALLY BE DEEMED DELIVERED TO SELLER AND SELLER SHALL RETAIN THE DEPOSIT AS LIQUIDATED DAMAGES IN LIEU OF ANY OTHER CLAIM SELLER MAY HAVE AT LAW OR IN EQUITY (INCLUDING, WITHOUT LIMITATION, SPECIFIC PERFORMANCE) ARISING BY REASON OF BUYER'S DEFAULT. THE PARTIES HAVE INITIALED THIS SECTION 3.2 TO ESTABLISH THEIR INTENT TO SO LIQUIDATE DAMAGES. NOTWITHSTANDING THE FOREGOING, NOTHING CONTAINED IN THIS SECTION 3.2 SHALL BE DEEMED TO LIMIT BUYER'S OBLIGATION TO PERFORM THE "CONTINUING OBLIGATIONS" DEFINED IN SECTION 4.6 BELOW.

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4. BUYER'S CONDITIONS PRECEDENT: INSPECTION OF PROPERTY.

4.1. Enumeration of Conditions. Buyer's obligation to purchase the Property shall be subject to the satisfaction (or waiver by Buyer) of each of the conditions precedent specified below in this Section 4.1.

one hundred & eighty ~~250~~ ¹⁸⁰ ~~270~~ ^{pt}

4.1.1. Inspection. On or before ~~Two Hundred and Seventy (270)~~ days after the Date hereof (the "**Due Diligence Expiration Date**"), Buyer shall have approved all

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investigations, inspections, tests, studies and analyses which Buyer elects to make as provided in Section 4.3 with respect to the Property and satisfied or waived all conditions precedent to the completion of this Agreement. Notwithstanding the foregoing, Buyer shall use its best reasonable efforts to satisfy its conditions precedent and complete this acquisition as quickly as possible.

4.1.2. Seller's Performance. Seller shall have performed in all material respects, each and every agreement to be performed by Seller pursuant to this Agreement including, without limitation, timely delivery and execution by Seller of all instruments or other items required to be delivered by Seller pursuant to this Agreement.

4.1.3. Buyer's Title Policy. As of the Closing, the Title Company shall have committed to issue, upon the condition of the payment of its regularly scheduled premium, the Title Policy (as defined below). Seller shall provide recorded legal access to a public road from the Property at Seller's expense prior to the Close of Escrow.

4.1.4. No Casualty or Condemnation Prior to Closing. The Property shall not have suffered any Casualty or Condemnation which, in Buyer's sole discretion, affects the desirability of the Property for Buyer's uses.

4.1.5. Buyer's Ability to obtain Funding for the Acquisition. Buyer must obtain commitments for funding to acquire the Property in such amounts and upon such terms and conditions as are acceptable to Buyer in its sole discretion.

4.1.6. Approval by Buyer's Board. Upon final satisfaction or waiver of the foregoing contingencies, Buyer's Board of Directors must approve completion of the transaction in its sole discretion.

4.2. Right to Terminate. Buyer shall use all due diligence to bring about the satisfaction of each of Buyer's conditions precedent set forth above on or before the Due Diligence Expiration Date. With respect to each such condition, Buyer shall give written notice to Seller, on or before the Due Diligence Expiration Date, stating whether such condition is satisfied, unsatisfied or is waived by Buyer. Buyer's failure to give any notice with respect to a condition shall be conclusively deemed to mean that such condition is not satisfied. If Buyer notifies Seller in writing, on or before the date for satisfaction of such condition, that any condition is unsatisfied, or if any condition is deemed unsatisfied, then this Agreement shall terminate. If this Agreement is so terminated, then neither Seller nor Buyer shall have any further obligations under this Agreement, except Buyer's obligation to perform the "Continuing Obligations" (as defined in Section 4.6).

4.3. Buyer's Inspection of Property.

4.3.1. General. Subject to the restrictions, limitations and other provisions of this Section 4.3, Seller shall allow Buyer (and its authorized representatives and agents) reasonable access to the Property, during business hours, for the purpose of making examinations, tests, analyses, investigations, surveys, inquiries and other inspections as well as bringing prospective funders and contributors upon the Property in connection with Buyer's efforts to bring about satisfaction of the conditions precedent set forth in Section 4.1. All of such examinations, tests,

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analyses, investigations, surveys, visits, inquiries and other inspections shall be performed by Buyer at Buyer's sole cost and expense and shall be subject to such reasonable conditions as Seller may impose, including a requirement that Buyer and its authorized representatives and agents be accompanied by a representative of Seller while present on the Property. Buyer shall have the right to perform such borings, samplings, soils tests, groundwater tests or other intrusive physical environmental audit procedures on the Property as it or its experts deem to be appropriate.

4.3.2. Confidentiality. Buyer, and its agents, employees, contractors and representatives, shall not disclose to any third party, including any governmental or quasi-governmental authority, the results of any examinations, tests, analyses, investigations, surveys, inquiries or other inspections conducted by, or at the request of, Buyer on or regarding the Property, except: (i) to the extent that Buyer is required to do so pursuant to applicable law, provided that, prior to such disclosure, Buyer shall notify Seller of Buyer's belief that Buyer is required to disclose such information; and (ii) to those of Buyer's consultants and potential funding sources who request such information.

4.3.3. Indemnity. Buyer shall indemnify, defend, protect and hold Seller harmless from and against any and all loss, cost, damage, injury, claim (including claims of lien for work or labor performed or materials or supplies furnished), liability or expense (including attorneys' fees) as a result of, arising out of, or in any way connected with the exercise of Buyer's (or its agents', contractors', employees' or authorized representatives') right of entry pursuant to Section 4.3 or the performance of Buyer's due diligence under this Agreement. Buyer shall promptly repair any damage to the Property caused by its entry onto the Property.

4.4. Buyer's Work Product. Upon termination of this Agreement for any reason whatsoever, Buyer shall promptly deliver to Seller all reports, plans, specifications, studies, drawings, photographs, models, surveys, test results and other documents or work product of Buyer, or its consultants, agents, employees and independent contractors, either received by Buyer from Seller or any third person, or prepared by or for Buyer, relating to the Property or in any way arising out of this Agreement.

4.5. Insurance. Before any entry onto the Property under Section 4.3, Buyer shall obtain a policy of commercial liability insurance in an adequate amount which shall be issued by a responsible insurer licensed to conduct insurance business in California covering Buyer's activities on the Property.

4.6. "Continuing Obligations". For purposes of this Agreement, the "Continuing Obligations" means, collectively, (i) the obligations of Buyer which are set forth in Sections 4.3, 4.4 and 4.5; (ii) Buyer's indemnification contained in this Agreement, including those contained in Subsection 4.3.3 and Article 12; and (iii) Buyer's obligation under Section 13.6.

5. SELLER'S CONDITIONS PRECEDENT.

5.1. Enumeration of Conditions. Seller's obligation to sell the Property to Buyer shall be subject to the satisfaction (or waiver by Seller) of Buyer's performance of its obligations hereunder.

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6. TITLE.

6.1 Title to the Real Property shall be conveyed from Seller to Buyer by grant deed (the "Deed") subject to: (i) liens to secure payment of real estate taxes and assessments not delinquent; (ii) applicable zoning and use laws, ordinances, rules and regulations of any municipality, township, county, state or other governmental agency or authority; (iii) all matters that would be disclosed by a physical inspection or survey of the Real Property or that are actually known to Buyer; (iv) any exceptions or matters created by Buyer, its agents, employees or representatives; and (v) such other exceptions as Buyer may approve in writing. The foregoing exceptions to title are referred to collectively as the "**Conditions of Title**". Conclusive evidence of delivery of title in accordance with the foregoing shall be the willingness of Title Company to issue to Buyer, upon payment of its regularly scheduled premium, its ALTA owner's policy of title insurance, in the amount of the Consideration, showing title to the Real Property vested of record in Buyer, subject only to the Conditions of Title (and the standard printed exceptions and conditions in the policy of title insurance) (the "**Title Policy**"). If Seller for any reason is unable to deliver title to the Property subject only to the Conditions of Title or is unwilling to remove or otherwise cure any title matter that is not a Condition to Title, then Buyer's may terminate this Agreement within five days after written notice from Seller of such inability or unwillingness (but not later than the Closing Date) and neither Seller nor Buyer shall thereafter have any further rights or obligations under this Agreement, except Buyer's obligation to perform the Continuing Obligations or Buyer may commence an action for damages, specific performance or other relief as a result of Seller's inability to deliver title to the Property subject only to the Conditions of Title or Seller's unwillingness to remove or otherwise cure any title matter that is not a Condition to Title.

7. DAMAGE, DESTRUCTION OR TAKING AND OPERATION.

7.1 Damage and Destruction. If at any time prior to the Closing, Seller determines that the Real Property has been destroyed or damaged by earthquake, fire, flood or other casualty (a "Casualty"), or if a proceeding is instituted for the taking of all or any portion of the Real Property under the power of eminent domain (a "Taking"), then Buyer shall have the right by giving written notice to Seller and Title Company within fifteen (15) days after the date of receipt of written notice of any such Casualty or Taking, either to: (i) consummate the purchase of the Property in accordance with this Agreement, in which event Seller shall assign to Buyer at the Closing (A) any insurance proceeds payable to Seller on account of such Casualty (excluding rental income insurance proceeds allocable to the period prior to Closing) or (B) any award payable to Seller by reason of the Taking (excluding any award for a temporary taking to the extent allocable to the period prior to Closing), as the case may be; or (ii) terminate this Agreement effective as of the date such notice of termination is given. If Buyer fails to give such notice within such 15-day period, then Buyer shall be deemed to have elected to terminate this Agreement pursuant to this Article 7. The Closing Date shall be deferred, if necessary, to permit Buyer to have the 15-day period following receipt of notice of a Casualty or a Taking to make the election specified hereinabove. If Buyer terminates this Agreement pursuant to this Article 7, neither Seller nor Buyer shall have any further obligations under this Agreement, except Buyer's obligation to perform the Continuing Obligations.

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7.2 Operation of Property. During the period between the Effective Date of this Agreement and the earlier to occur of (i) the Closing Date or (ii) the termination of this Agreement, Seller shall operate the Property in the same manner in which Seller operated the Property before the date of this Agreement (such operation obligations not including capital expenditures or expenditures not incurred in the normal course of business).

8. SELLER'S REPRESENTATIONS AND WARRANTIES.

8.1. Seller's Knowledge. As used in this Agreement, the term "**Seller's Current Actual Knowledge**" means the current actual knowledge of both Paula Turteltaub and Mary Gilanfarf ("**Seller's Representatives**"), without any obligation of inquiry, and such term shall not include the knowledge of any other person or firm, it being understood by Buyer that Seller's Representatives were not involved in the operation of the Property before Seller's acquisition of the Property.

8.2. Representations and Warranties. Seller hereby makes the following representations and warranties as of the date of this Agreement:

8.2.1. Leases and Contracts. To Seller's Knowledge, there are no contracts or leases affecting the Property which will extend beyond the Closing.

8.2.2. Hazardous Materials. To Seller's Knowledge, except as disclosed by Seller to Buyer on or before the Due Diligence Expiration Date, and except as disclosed in any documents or reports delivered by Seller to Buyer before the Due Diligence Expiration Date, Seller has not received written notice from any governmental authority of the need of Seller to take any remedial or corrective action under any environmental laws with respect to any hazardous materials on or under the Real Property. As used in this Agreement, "environmental laws" means all present and future statutes, ordinances, orders, rules and regulations of all federal, state and local governmental agencies relating to the use, generation, manufacture, installation, release, discharge, storage, transportation or disposal of hazardous materials; and "hazardous materials" means petroleum, asbestos, polychlorinated biphenyls, radioactive materials, radon gas, underground storage tanks or any chemical, material or substance now or hereafter defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "extremely hazardous waste", "restricted hazardous waste" or "toxic substances", or words of similar import, under any environmental laws.

8.2.3. Condemnation. To Seller's Knowledge, Seller has not received written notice of any pending condemnation or eminent domain proceedings affecting the Real Property or any part thereof.

8.2.4. Due Authorization. Seller has been duly authorized to execute and perform its obligations under this Agreement. The persons signing this Agreement on behalf of Seller have the power and authority to do so and to bind Seller to this Agreement. All the instruments, agreements and other documents executed by Seller which are to be delivered to Buyer at the Closing are and at the time of the Closing will be duly authorized, executed and delivered by Seller.

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8.2.5. Non-Foreign Person. Seller is not a foreign person as defined in Internal Revenue Code Section 1445(f) (3) and Seller is not subject to withholding under Section 26131 of the California Revenue and Taxation Code. At the Closing, Seller shall deliver to Buyer through Escrow a declaration under penalty of perjury confirming the foregoing statement.

8.2.6. No Official Notices. To Seller's Knowledge, Seller has not received any notice from any insurance company, governmental agency, the Board of Fire Underwriters or any similar rating organization requiring or requesting that any work or repairs be done at or to the Real Property.

8.2.7. No Consents. To Seller's Knowledge, no consent to the sale and conveyance of the Property by Seller is required to be obtained from any governmental agency or public administrative body.

9. SELLER'S DISCLAIMER; RELEASE AND INDEMNIFICATION OF SELLER.

9.1. Seller's Disclaimer. Except for the representations and warranties by Seller set forth in Section 8.2, Buyer acknowledges and agrees that the sale of the Property to Buyer is made without any warranty or representation of any kind by Seller, either express or implied, with respect to any aspect, portion or component of the Property, including: (i) the physical condition, nature or quality of the Property, including the quality of the soils on and under the Property and the quality of the labor and materials included in any improvements, fixtures, equipment or personal property comprising a portion of the Property; (ii) the fitness of the Property for any particular purpose; or (iii) existing or proposed governmental laws or regulations applicable to the Property, or the further development or change in use thereof, including environmental laws and laws or regulations dealing with zoning or land use. Buyer further agrees and acknowledges that, as of the Closing, Buyer shall have made such feasibility studies, investigations, environmental studies, engineering studies, inquiries of governmental officials, and all other inquiries and investigations, which Buyer shall deem necessary to satisfy itself as to the condition, nature and quality of the Property and as to the suitability of the Property for Buyer's purposes. Buyer further agrees and acknowledges that, in purchasing the Property, Buyer shall rely entirely on its own investigation, examination and inspection of the Property and its analysis and evaluation of the property documents furnished by Seller to Buyer pursuant to Subsection 4.1.2, and not upon any representation or warranty of Seller, or any agent or representative of Seller, which is not set forth in Section 8.2. THEREFORE, BUYER AGREES THAT, IN CONSUMMATING THE PURCHASE OF THE PROPERTY PURSUANT TO THIS AGREEMENT, BUYER SHALL ACQUIRE THE PROPERTY IN ITS THEN CONDITION, "AS IS, WHERE IS" AND WITH ALL FAULTS, AND, SUBJECT TO SELLER'S REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 8.2, SOLELY IN RELIANCE ON BUYER'S OWN INVESTIGATION, EXAMINATION, INSPECTION, ANALYSIS AND EVALUATION OF THE PROPERTY. The agreements and acknowledgments contained in this Section 9.1 constitute a conclusive admission that Buyer, as a sophisticated, knowledgeable investor in real property, shall acquire the Property solely upon its own judgment as to any matter germane to the Property or to Buyer's contemplated use of the Property, and not upon any statement, representation or warranty by Seller, or any agent or representative of Seller, which is not expressly set forth in this Agreement.



9.2 Flood Hazard Zone. Buyer acknowledges that if the Real Property is located in an area which the Secretary of HUD has found to have special flood hazards, then pursuant to the National Flood Insurance Program, Buyer will be required to purchase flood insurance in order to obtain any loan secured by the Real Property from any federally regulated financial institution or a loan insured or guaranteed by an agency of the United States government. Buyer shall have sole responsibility to determine whether the Real Property is located in an area which is subject to the National Flood Insurance Program.

9.3. Seller's Environmental Inquiry. Buyer acknowledges and agrees that the sole inquiry and investigation Seller has conducted in connection with the environmental condition of the Property is to obtain the environmental report or reports that Seller has provided to Buyer, and that, for purposes of California Health and Safety Code Section 25359.7, Seller has acted reasonably in solely relying upon said inquiry and investigation.

9.4. Natural Hazard Disclosure Requirement Compliance. Buyer and Seller acknowledge that Seller or "Broker" (as hereinafter defined) is required to disclose if the Property lies within the following natural hazard areas or zones: (1) a special flood hazard area designated by the Federal Emergency Management Agency (Cal. Civ. Code, 1102.17); (2) an area of potential flooding (Cal. Gov. Code, 8589.4); (3) a very high fire hazard severity zone (Cal. Gov. Code, 51183.5); (4) a wild land area that may contain substantial forest fire risks and hazards (Pub. Resources Code, 4136); (5) an earthquake fault zone (Pub. Resources Code, 2621.9); or (6) a seismic hazard zone (Pub. Resources Code, 2694). Buyer and Seller acknowledge that Seller shall employ the services of a licensed environmental services company (which, in such capacity is herein called "**Natural Hazard Expert**") to examine the maps and other information specifically made available to the public by government agencies for the purpose of enabling each of Seller and Broker to fulfill its disclosure obligations with respect to the natural hazards referred to in California Civil Code Section 1102.6c(a) and to report the result of its examination to Buyer and Seller in writing. The written report prepared by the Natural Hazard Expert regarding the results of its examination fully and completely discharges Seller and Broker from their disclosure obligations referred to herein, and, for the purpose of this Agreement, the provisions of Civil Code Section 1102.4 regarding the non-liability of each of Seller and Broker for errors or omissions not within its personal knowledge shall be deemed to apply and the Natural Hazard Expert shall be deemed to be an expert, dealing with matters within the scope of its expertise with respect to the examination and written report regarding the natural hazards referred to above. The obligations of Seller and Broker are several (and not joint and not joint and several) and, without limitation, in no event shall Seller have any responsibility for matters not actually known to Seller.

10. BUYERS REPRESENTATIONS AND WARRANTIES.

10.1. General. Buyer makes the covenants, representations and warranties set forth in Sections 10.2 and 10.3, each of which (i) shall survive the Closing regardless of what investigations Seller shall have made with respect thereto prior to the Closing, (ii) is material and being relied upon by Seller, (iii) is true in all respects as of the date hereof, and (iv) shall be true as of the Closing.

10.2. Organization. Buyer is duly organized, validly existing and in good standing under

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the laws of the State of California.

10.3. Authorization. All the instruments, agreements and other documents executed by Buyer which are to be delivered to Seller at the Closing are, and at the time of Closing will be, duly authorized, executed and delivered by Buyer.

11. CLOSING.

11.1. Closing. The transaction contemplated by this Agreement shall be consummated through escrow at the office of Title Company on the date which is sixty days after the Due Diligence Expiration Date (the "**Closing Date**"). For purposes of this Agreement, the term "**Closing**" shall mean the consummation of the sale and conveyance of the Property to Buyer as evidenced by recordation of the Deed as to Property.

11.2. Seller's Delivery Into Escrow. Seller shall deliver the following items into escrow:

11.2.1. Deed. The Deed for the Property duly executed and acknowledged by Seller.

11.2.2 A bill of sale ("**Bill of Sale**") conveying any Personal Property to Buyer;

11.2.3 Other Documents. Such other documents or instruments as may be reasonably required to consummate this transaction in accordance with the terms and conditions herein contained, such as appropriate escrow instructions to Title Company.

11.3. Buyer's Delivery into Escrow. Buyer shall deliver the following items into escrow:

11.3.1. Cash. Immediately available funds in the following amounts: (i) the Cash Consideration; and (ii) any other amounts required to close escrow in accordance with the terms of this Agreement.

11.3.2. Other Documents. Such other documents and instruments as may be reasonably required in order to consummate this transaction in accordance with the terms and conditions of this Agreement, such as appropriate escrow instructions to Title Company.

11.3.3. Evidence of Authorization. Such evidence as shall reasonably establish that Buyer's execution of this Agreement and performance of its obligations hereunder have been duly authorized and that the person or persons executing this Agreement on behalf of Buyer have been duly authorized and empowered to do so.

11.4. Seller's and Buyer's Joint Delivery Into Escrow. Seller and Buyer jointly shall deliver the following items into escrow:

11.4.1. Other Documents. Such other documents and instruments as may be reasonably required to consummate this transaction in accordance with the terms and conditions of this Agreement.

11.5. Closing Prorations. At the Closing, all items of income and expense of the Property



shall be prorated as provided in this Section 11.5 on the basis of a 360-day year, actual days elapsed for the month in which the Closing occurs, as of midnight on the day immediately preceding the Closing Date. Except as provided in this Section 11.5, income and expenses attributable to the period prior to the Closing Date shall be for the account of Seller, and income and expenses attributable to the period on and after the Closing Date shall be for the account of Buyer. Property taxes and assessments shall be prorated through escrow, and all other items of income and expense shall be prorated outside of escrow on the Closing Date by the parties. Without limiting the generality of the foregoing, the following items shall be prorated through escrow as described above:

(a) All current real and personal property taxes, non-delinquent bonds or improvement assessments, general and special, non-delinquent public or governmental charges or assessments affecting the Property (including current assessments, liens or encumbrances for sewer, water, drainage or other public improvements whether completed or commenced on, or prior to, the date of this Agreement). If the Closing Date occurs before the tax rate or assessment is fixed, the proration of such taxes and assessments by Title Company shall be made at the Closing based upon the most recent tax bills available.

(b) Water and sewer charges on the basis of the fiscal year for which assessed (if these are not prorated as part of a tax bill), but if there are water meters on the Real Property, Seller, to the extent it is able, shall furnish a reading effective the Closing Date, or if not feasible to do so, to a date not more than thirty (30) days prior to the Closing Date, and the unfixed meter charges based thereon for the intervening period shall be apportioned on the basis of such last reading. Upon the taking of a subsequent actual reading, such apportionment shall be readjusted and Seller or Buyer, as the case may be, shall promptly deliver to the other the amount determined to be due upon such readjustment. If Seller is unable to furnish such prior reading, any reading subsequent to the Closing Date shall be apportioned on a per diem basis from the date of the reading immediately prior thereto and Seller shall pay the proportionate charges due up to the Closing Date. Unpaid water meter bills that are the obligations of tenants under their respective Leases and that are billed directly to such tenants shall not be adjusted.

(c) Amounts paid or payable in respect of the Contracts which Buyer assumes at the Closing.

(d) Electricity, gas, telephone and other utilities expenses.

11.6. Closing Costs. Seller shall pay all closing costs, including but not limited to: (i) all fees and costs for releasing all encumbrances, liens and security interests of record, (ii) county documentary or other transfer taxes payable upon recordation of the Deed, (iii) the premium for Buyer's policy of title insurance, (iv) all escrow fees.

11.7. Possession. Seller shall deliver exclusive possession of the Property to Buyer at the Closing.

11.8. Closing Procedure. Title Company shall close escrow when it is in a position to: (i) pay to Seller, in immediately available funds, the Cash Consideration, as such amount may be increased or decreased as a result of the allocation of the closing costs and prorations as specified



in Sections 11.5 and 11.6 a; (ii) pay to Buyer the Contribution, and (iii) issue to Buyer the policy of title insurance referred to in Article 6.

11.9. Escrow. Upon mutual execution of this Agreement, Buyer and Seller shall deposit an executed counterpart of this Agreement with the Title Company and this Agreement shall serve as instructions to the Title Company for consummation of the purchase and sale contemplated hereby. Seller and Buyer shall execute such supplemental escrow instructions as may be appropriate to enable the Title Company to comply with the terms of this Agreement, provided such supplemental escrow instructions are not in conflict with this Agreement. In the event of any conflict between the provisions of this Agreement and any supplementary escrow instructions signed by Buyer and Seller, the terms of this Agreement shall control.

11.10. Compliance. The Title Company shall comply with all applicable federal, state and local reporting and withholding requirements relating to the close of the transactions contemplated herein. Without limiting the generality of the foregoing, to the extent the transactions contemplated by this Agreement involve a real estate transaction within the purview of Section 6045 of the Internal Revenue Code of 1986, as amended (the "Internal Revenue Code"), Title Company shall have sole responsibility to comply with the requirements of Section 6045 of the Internal Revenue Code (and any similar requirements imposed by state or local law. Title Company shall hold Buyer, Seller and their counsel free and harmless from and against any and all liability, claims, demands, damages and costs, including reasonable attorney's fees and other litigation expenses, arising or resulting from the failure or refusal of Title Company to comply with such reporting requirements.

12. BROKERS. Seller has been represented by Mary Gilanfar of Lyon Real Estate who shall be paid by Seller pursuant to a separate agreement. Buyer has been represented by Joseph Byrne, a licensed California real estate broker, who waives any claim to compensation in connection with this transaction. Except as set forth in the foregoing, Seller and Buyer each warrant and represent to the other that no person, firm or entity is in a position to claim a real estate brokerage commission, due diligence fee or finder's fee as a procuring cause of this transaction based upon contacts with such party or the Property, and each party shall indemnify, defend, protect and hold the other party harmless from and against any and all claims, actions, causes of action, demands, liabilities, damages, costs and expenses (including attorneys' fees) arising as a result of a breach of the foregoing warranty and representation.

13. MISCELLANEOUS.

13.1. Notices. All notices, demands or other communications of any type given by either party to the other or to Title Company, whether required by this Agreement or in any way related to this transaction, shall be in writing and delivered: (i) by hand or Federal Express or similar courier service; or (ii) by United States Mail, as a certified item, return receipt requested, and deposited in a Post Office or other depository under the care or custody of the United States Postal Service, with proper postage affixed. Each notice to a party shall be addressed as follows:

To Seller: Ms. Paula Turteltaub
P.O. 1310
Carmichael, CA 95608



With a copy to: Ms. Mary Gilanfarr
1900 Grass Valley Highway, Suite 100
Auburn, CA 95608

To Buyer: Nevada County Land Trust
175 Joerschke Drive
Grass Valley, CA 95945

Any notice delivered by hand or Federal Express or similar courier service shall be deemed to be delivered when actual delivery is made. Any notice deposited in the United States Mail in the manner required above shall be deemed to be delivered three (3) calendar days after the date of such deposit, and any time periods provided for herein during which a party may act shall not commence until such notice is deemed to be so delivered. Either party hereto may change its address by notice given as provided herein to the other party and Title Company.

13.2. Survival of Provisions. Notwithstanding any other provision of this Agreement to the contrary, each representation, warranty, covenant or agreement contained in this Agreement shall survive and be binding and enforceable following the Closing and shall not be deemed to be merged into, or waived by the Closing.

13.3. Rules of Construction. Where required for proper interpretation, words in the singular shall include the plural; the masculine gender shall include the neuter and the feminine, and vice versa. The headings of the Articles, Sections, Subsections and paragraphs contained in this Agreement are included only for convenience of reference and shall be disregarded in the construction and interpretation of this Agreement. References in this Agreement to Articles, Sections, Subsections and paragraphs are references to the Articles, Sections, Subsections and paragraphs contained in this Agreement. Each reference in this Agreement to an Article shall be deemed a reference to all Sections and Subsections contained within such Article; each reference to a Section shall be deemed a reference to all Subsections contained within such Section. This Agreement has been fully negotiated at arms' length between the parties, after advice by counsel and other representatives chosen by the parties, and the parties are fully informed with respect thereto. No party shall be deemed the scrivener of this Agreement and, accordingly, the provisions of this Agreement shall be construed as a whole according to their common meaning and not strictly for or against any party. Use in this Agreement of the words "including" or "such as", or words of similar import, following any general term, statement or matter shall not be construed to limit such term, statement or matter to the enumerated items, whether or not language of non-limitation (such as "without limitation" or "but not limited to") are used with reference thereto, but rather shall refer to all items or matters that could reasonably fall within the broadest scope of such term, statement or matter.

13.4. Amendment; Waivers. This Agreement may not be modified or amended except by an agreement in writing signed by the parties hereto. A party may waive any of the conditions contained herein or any of the obligations of the other party hereunder, but any such waiver shall be effective only if in writing and signed by the party waiving such conditions or obligations.

13.5. Time of Essence. Time is of the essence of this Agreement and each provision

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hereof.

13.6. Attorneys' Fees. If either party brings an action or proceeding at law or in equity to interpret or enforce this Agreement or any provisions contained herein, or to seek damages or other redress for a breach, the prevailing party shall be entitled to recover, in addition to all other remedies or damages, reasonable attorneys' fees incurred in such action or proceeding.

13.7. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the state of California.

13.8. Entire Agreement. This Agreement, including the exhibits hereto, constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. No representation, warranty, covenant, agreement or condition not expressed in this Agreement shall be binding upon the parties hereto or shall affect or be effective to interpret, change or restrict the provisions of this Agreement.

13.9. Assignment; Successors and Assigns. This Agreement, and the terms, covenants and conditions herein contained, shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs and assigns.

13.10. Exhibit. The exhibit to which reference is made in this Agreement is deemed incorporated into this Agreement in its entirety by such reference.

13.11. Joint and Several Obligations. If more than one person or entity is included within a party, then each of the obligations imposed upon such party under this Agreement shall be the joint and several obligations of each of such persons or entities.

13.12. Definition of Business Day. For purposes of this Agreement, the term "business day" shall mean Monday through Friday, inclusive, but excluding any day which is recognized as a legal holiday by the State in which the Real Property is located or the United States.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

SELLER:

Paula Turteltaub
Paula Turteltaub



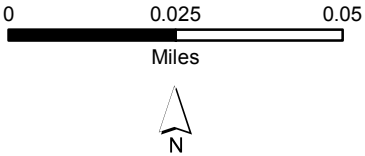
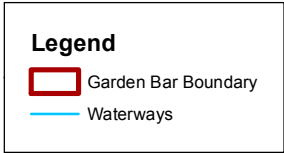
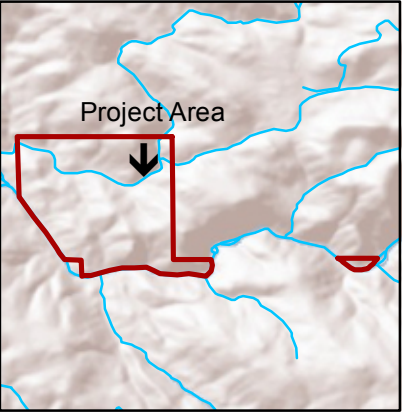
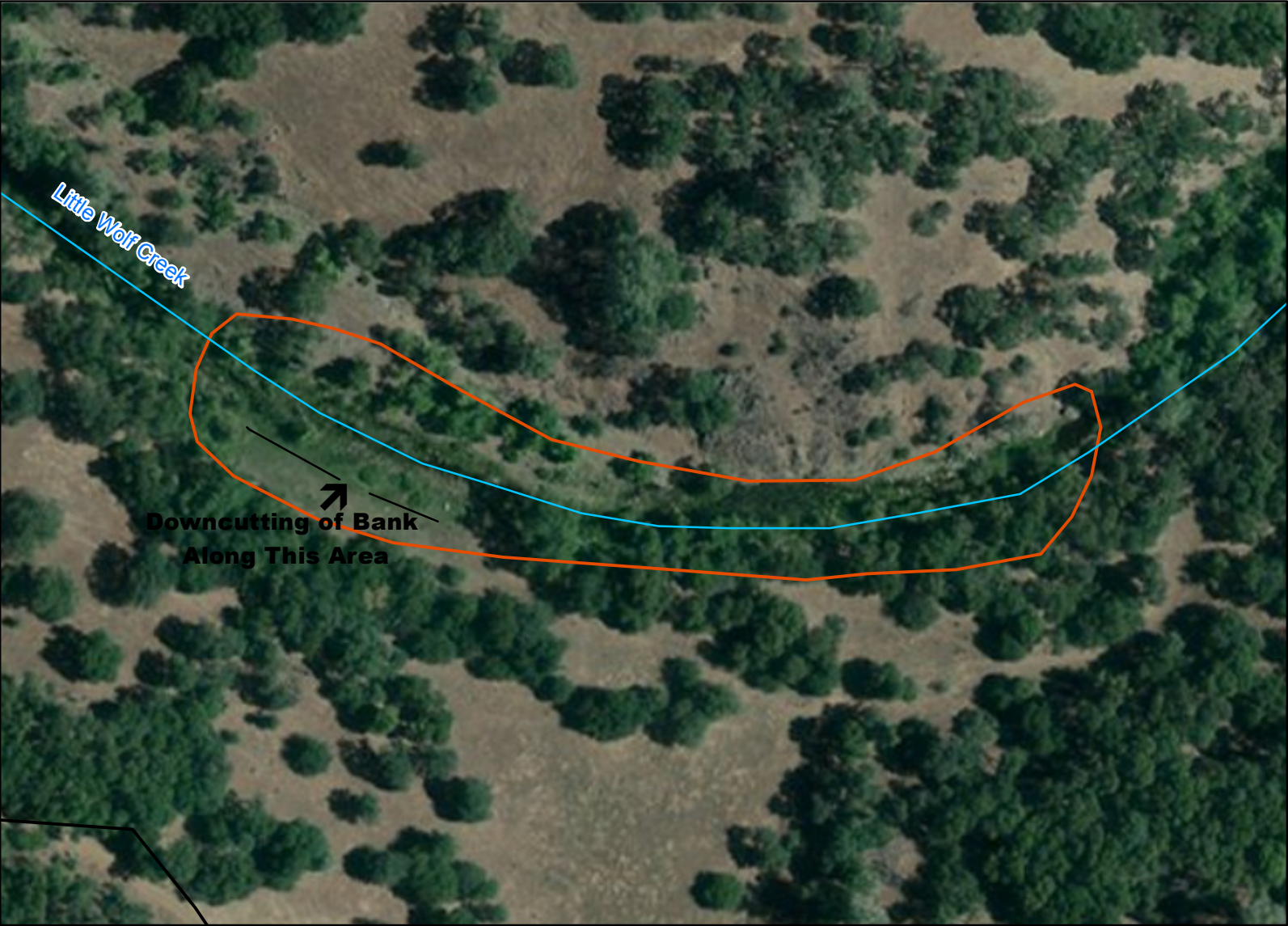
Date: 7-11-10

BUYER:

Nevada County Land Trust
A California public benefit corporation

BY David B. Palley 7-27-10
Dave Palley, President

Garden Bar Riparian Restoration Project Area



ATV TraderOnline

www.atvtraderonline.com



2006 Yamaha Rhino 660 Auto. 4x4, Work/Utility in Simi Valley, CA 93065

\$6,999

Seller Info



Simi Valley Cycles

Compare motorcycle shipping quotes and save up to 80%

2902 Los Angeles Ave

Simi Valley, CA 93065

(888) 606-4275

Calculate

powered by imivalleycycle.com



About this ATV

2006 Yamaha Rhino 660 Auto. 4x4, Sound Sytem And Accesories, Enjoy Your Work On The Ranch! - The Rhino Can Get You Both There With a powerful five-valve heart, seating for two and a 400-pound capacity bed, the Rhino can get you and your gear practically anywhere worth going.

Features

Year:	2006	Location:	Simi Valley, CA
Make:	Yamaha	Color:	Hunter Green
Model:	Rhino 660 Auto.	Engine Size:	4-stroke single, ...
4...			
Type:	Work/Utility		

More from this dealer

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2009 Polaris Ranger
RZR ...

\$11,995

Simi Valley, CA



2013 Suzuki RM-Z450

CALL FOR PRICE

Simi Valley, CA



2012 Suzuki Boulevard
S4...

\$5,399

Simi Valley, CA



2012 Suzuki Boulevard
S4...

\$5,399

Simi Valley, CA



2008 Suzuki RM-Z450

\$4,599

Simi Valley, CA

Notes:

ATV TraderOnline

www.atvtraderonline.com



2011 Polaris Ranger 400, Work/Utility in Corona, CA 92880

\$7,599
VIN #: 396146

Seller Info



Corona Motorsports

Compare motorcycle shipping quotes and save up to 80%

363 American Circle
Corona, CA 92880
(888) 878-6805

Calculate

powered by **uShip** coronamotorsports.com



← Use Arrow Keys →



About this ATV

2011 Polaris Ranger 400, ON SALE IN STOCK NOW ! - The 2011 Polaris RANGER 400 is an incredible mid-size value. Its unmatched ride and 40 mph (64.4 kph) top speed make it perfect for farming, ranching, hunting and recreational riding. Key Features Are: 29 hp 455 cc engine Smooth Independent Rear Suspension (IRS) Mid-sized design - fits in a full-size pickup 500 lbs. (226.8 kg) rear cargo box capacity

Features

Year:	2011	Location:	Corona, CA
Make:	Polaris	Vin Number:	396146
Model:	Ranger 400	Color:	Solar Red
Type:	Work/Utility	Engine Size:	4-stroke, 1-cylin...

More from this dealer

View All



2012 Polaris Ranger Crew...
\$13,999

Corona, CA



2012 Polaris Sportsman T...
\$9,299

Corona, CA



2012 Polaris Sportsman X...
\$9,999

Corona, CA



2011 Suzuki Burgman 650 ...
\$9,899

Corona, CA



2008 Suzuki QuadSport Z4...
\$4,399

Corona, CA

Notes:



RESTORATION RESOURCES

October 21, 2012

Ms. Erin Tarr
Stewardship Program Manager
Bear Yuba Land Trust
12183 Auburn Rd
Grass Valley, CA 95949
Ph. 530.272.5994 ext. 203

**RE: Request for Proposal Response to Develop a Plan For Riparian and Wetland
Habitat Restoration on the Bear Yuba Land Trust Garden Bar Property**

Dear Ms. Tarr:

Pursuant to your request, we have prepared the following proposal to develop a plan for the restoration of the riparian corridors, including incised stream channel, and adjacent wetland and wet meadow habitats on the Bear Yuba Land Trust Garden Bar Property. We very much appreciate your consideration of our services and have included below general team background and experience information, which may help in your decision to team with Restoration Resources in developing a the Garden Bar habitat restoration plan.

Restoration Resources is a design-build wetland and native habitat restoration contractor. Our company is comprised of three distinct but coordinated business units including Consulting & Design, Construction, and Habitat Management. We are a California certified small business holding a Class A General Engineering, Class B General Building, and C27 Landscaping contractors license (#429252). Our staff includes wildlife biologists, restoration ecologists, landscape architects, habitat designers, certified pest control applicators, survey and CAD/GIS professionals, equipment operators, and skilled habitat management professionals.

Restoration Resources specializes in the design, construction, and adaptive management of California's wetland, stream, and native habitat restoration projects. Our clients include local, state, and federal agencies, and quasi-governmental entities and utilities, as well as private companies. For the past 20+ years we have consistently and successfully implemented natural resource conservation and restoration projects while ensuring the timeliness and cost effectiveness of our work. Our projects reflect a highly educated, trained, and experienced ecosystem approach to restoring the function and value of the rivers, streams, and endangered species habitats that our clients seek to successfully restore or create.

We are very familiar with the Bear River and have completed restoration projects along the Bear River nearby and at the Placer County Garden Bar area. Also relevant to your project approach to control vegetation through managed grazing, Riley Swift and Chad Aakre, our primary ecologists, have recently taken holistic grazing classes, and have implemented these techniques on thousands of acres of grazing leases in Northern California. In addition, on several of our on-

Client Initials _____

Contractor Initials _____

Proposal 12064 Bear Yuba Land Trust Garden Bar Restoration

Page 1 of 6

Restoration Resources CA Lic No. 429252

3888 Cincinnati Avenue Rocklin, CA 95765

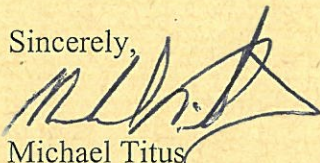
Phone 916-408-2990 / Fax 916-408-2999 / Lic. #429252 / www.restoration-resources.net

going projects we are employing seasonal and rotational grazing to best manage vegetation, and have an experience based understanding of the benefits and constraints.

As requested, our proposed plan will address the stream channel incising and wet meadow restoration. In addition, we recognize the fantastic opportunity the Bear Yuba Land Trust has to restore additional riparian and wetland habitat value on the Garden Bar property. Therefore we also propose to identify other opportunities and constraints, and submit a strategic plan for habitat restoration in the Little Wolf Creek and Bear River riparian corridors of the Garden Bar property. This additional planning will not require a comprehensive graphic plan for all riparian and adjacent habitats. Instead, our plan will pinpoint and GPS locate the opportunities for riparian and wetland restoration and enhancement, either by additional planting or targeted weed management, and offer location specific prescriptions and typical techniques to address each opportunity. We also propose to present likely cost for each, which will provide BYLT the critical project management information.

We look forward to your review and consideration of our proposal. Please feel free to call me if you have any questions or concerns.

Sincerely,



Michael Titus
Director of Contract Management
& Estimating

Client Initials _____

Contractor Initials _____

Proposal 12064 Bear Yuba Land Trust Garden Bar Restoration

Page 2 of 6

Restoration Resources CA Lic No. 429252

Time and Expenses Scope of Work and Cost Proposal

Client:

Bear Yuba Land Trust
12183 Auburn Road
Grass Valley, CA 95949
Contact: Erin Tarr
Phone: (530) 272-5994 Fax: (530) 272-5997
erin@bylt.org

Contractor:

Sierra View Landscape Inc., dba Restoration Resources
3888 Cincinnati Ave
Rocklin, CA 95765
Contact: Riley Swift
Phone: (916) 408-2990 Fax: (916) 408-2996
r.swift@restoration-resources.net

Scope of Services:

Sierra View Landscape, Inc., dba **Restoration Resources** (hereafter referred to as Restoration Resources), proposes to provide to **Bear Yuba Land Trust** (hereafter referred to as the Client) all labor, materials, and equipment necessary to complete the following tasks:

Task 1: Garden Bar Riparian and Wetland Habitat Restoration Plan

Develop a comprehensive plan for the restoration and enhancement of the riparian corridors and adjacent wetland habitats on the Bear Yuba Land Trust Garden Bar property

Task 1a: Opportunities and Constraints Analysis

Restoration Resources shall gather and analyze publically available and Client supplied soils data, historical aerial photographs, topographic maps, and flora data for the project property and analyze the data in preparation of our site visit. Once the initial property analysis is completed Restoration Resources' ecologists and habitat designers shall visit the site. The Riparian corridors and adjacent wetlands shall be studied to identify opportunities for restoration and shall be recorded with GPS. Invasive weed infestations and constraints shall be identified and GPS recorded. Shallow soil samples may be taken as needed and GPS identified. The existing native flora shall also be identified and noted.

Task 1a: Deliverables:

1. Conduct One Site Visit

Client Initials _____

Contractor Initials _____

Proposal 12064 Bear Yuba Land Trust Garden Bar Restoration

Page 3 of 6

Restoration Resources CA Lic No. 429252

Task 1b: Prepare Riparian and Wetland Restoration Plan

Restoration Resources shall prepare a design Build-Plan Set for the riparian and wetland restoration on the Garden Bar property. The Design/Build plans shall provide a design for the incised creek channel and restoration of the wet meadow hydrology. In addition, the plan set shall also include a vicinity map, property plan view indicating the property boundary, defined riparian and wetland areas, opportunities for restoration, invasive weed infestation locations, and suggested permanent and temporary grazing management fence locations, construction specifications and notes, herbaceous seed and overstory - midstory - understory plant palettes, and typical installation and construction detail drawings.

A narrative plan shall be prepared and present specific riparian and wetland restoration opportunities and detailed prescriptions for each, which shall correlate to identified locations on the graphic plan. Similarly, an invasive weed management prescription shall be provided for each infestation identified on the plan. The prescriptions shall include animal grazing schedules, suggested animal type, fencing and herbivore damage mitigation recommendations, which may propose mechanical and hand removal, as well as, suggest limited and targeted herbicide use. The narrative plan will also detail identified restoration constraints and inherent project limitations.

Restoration Resources shall prepare and present an Engineer's Estimate of costs to be completed for all proposed restoration tasks and prescriptions. The Engineer's Estimate will provide Client the order of magnitude cost information necessary to strategically schedule restoration activities within budget limitations and best meet project goals. The Engineer's Estimate shall not represent a proposed cost to complete the project.

Task 1 Cost: \$22,775.00

Total Cost:

Restoration Resources shall provide all labor, equipment, and materials required to complete the proposed work for the total cost of: **Twenty two thousand seven hundred seventy five dollars and no cents (\$22,775.00).**

Assumptions: Restoration Resources Assumes:

1. Full access to the property shall be provided by Client and its staff shall be present to support the site visit.
2. BYLT shall provide mapping data in Arc, GIS, or CADD for use by Restoration Resources in preparing the plan base maps.
3. This proposal includes submittal of one set of plans. Multiple plan revisions are not proposed. To minimize revision costs, Restoration Resources and Client shall employ all available communication methods to review, advise, and consent to the Design/Build plan set.
4. This proposal does not include preparation of As-Built Documents.

Client Initials _____

Contractor Initials _____

Proposal 12064 Bear Yuba Land Trust Garden Bar Restoration

Page 4 of 6

Restoration Resources CA Lic No. 429252

Differing Site Conditions:

This proposal assumes certain conditions. If these conditions change prior to or during the duration of the work, then work will be halted until a change order or contract amendment is agreed upon between both parties.

Schedule of Work:

Restoration Resources will schedule the work immediately, upon written acceptance of this proposal by the Client.

Indemnity

Restoration Resources shall indemnify, defend, and hold harmless Client from any third party claims arising from gross negligence or willful misconduct of Restoration Resources or its employees. Except to the extent caused by Restoration Resources' gross negligence or willful misconduct, Client shall indemnify, defend, and hold harmless Restoration Resources and its agents, employees, officers, and shareholders from any third party claims against Restoration Resources arising out of or relating to the work to be provided hereunder or the Property.

Force Majeure

Restoration Resources and its subcontractors are excused from liability and damages resulting from unforeseen events beyond our control that would prevent us from performing obligations under the contract and neither party shall have the right to terminate this Contract for any delay or default resulting from *force majeure*. This *force majeure* clause includes, but is not limited to, natural disasters (i.e. flooding, earthquakes, fire, etc.), Government restrictions (including denial or cancellation of any necessary permit or license), wars, insurrections, or any other cause beyond our reasonable control.

Assignment and Binding Effect:

Restoration Resources and the Client understand and agree neither shall be authorized to transfer or assign the rights and obligations contained herein to another party, without the expressed written permission of the respective parties hereto.

Payment Schedule:

PAYMENT IS DUE UPON RECEIPT OF INVOICE. Restoration Resources will submit an invoice to the Client on the last day of each month in which work is done. The Client shall pay the entire amount of the invoice within 30 days. A late payment charge of 1% per month will be charged on all invoices not paid within 30 days.

Insurance:

Restoration Resources shall maintain full insurance coverage during the entire course of the proposed work, including all required State and Federal Workman's Compensation Insurance. Additionally our policies cover General Liability, Automobile Liability, and Consulting Professional Liability. Limits include: General Aggregate - \$2,000,000, Personal Injury- \$1,000,000, Errors & Omissions - \$1,000,000, and Auto - \$1,000,000.

Client Initials _____

Contractor Initials _____

Proposal 12064 Bear Yuba Land Trust Garden Bar Restoration

Page 5 of 6

Restoration Resources CA Lic No. 429252

This proposal is valid for 30 days unless renewed in writing. Prices are subject to change if not accepted within 30 days.

This proposal shall become the agreement or be incorporated as a part of any agreement, work order, or notice to proceed for the same work, and the following persons are authorized to legally bind their respective companies or organizations in agreements of this nature and with their signatures agree to the terms and conditions of this proposal

Client:
Bear Yuba Land Trust

Contractor:
Restoration Resources

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date



12' Single Axle Scratch and Dent

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Ad #:	39615
Price:	\$907
Year:	2011
Size:	5 x 10
Make:	Big Tex
Model:	30SA-12BK4RG
Stock #:	
Serial #:	
Sale Type:	Used by Dealer
Color:	
Axles:	1
Hitch:	Bumper Pull
Side Door:	
Rear Opening:	N/A
Condition:	
Warranty:	
Availability:	Available for Order



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Agriculture & Natural Resources



COOPERATIVE EXTENSION ▲ PLACER & NEVADA COUNTIES

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E-Mail: ceplacer@ucdavis.edu

NEVADA: 255 So. Auburn Street • Grass Valley, CA 95945

Tel: (530) 273-4563

Fax: (530) 273-4769

E-Mail: cenevada@ucdavis.edu

WEB SITE: ceplacervevada.ucdavis.edu

October 19, 2012

Erin Tarr
Bear Yuba Land Trust
12183 Auburn Road
Grass Valley CA 95949

Dear Erin:

UC Cooperative Extension is pleased to offer planning support for the Garden Bar Preserve Riparian Restoration and Grazing Management Planning Project proposed by the Bear Yuba Land Trust. Garden Bar Preserve is a 652 acre ranch located along the North side of the Bear River in Nevada County.

The planning support would consist of the following for the next 3 years:

- Develop cell design plan for fencing and livestock watering points (reviewed the other two years for any additions or modifications)
- Develop annual grazing plan
- Assist in development of recording actual grazing on the site and compare to plan
- Development of stock flow
- At least one site visit per year

The fee for these services would be for a total of \$3,000 for the three years of the grant or \$1,000 per year. This would break down to 16 hours of work @ \$62.50 per hour.

Please feel free to contact me if you feel I can provide additional information.

Sincerely,

Roger Ingram
UCCE County Director and Farm Advisor, Nevada and Placer Counties

University of California, United States Department of Agriculture, and Placer and Nevada Counties Cooperating

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